

P r o s p e c t u s

GLENDALE RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # TS11-08
June 23, 2011 (SQF)

#1. Regor Thin Timber Sale, Josephine County, O&C BID DEPOSIT REQUIRED: \$11,600.00

All timber designated for cutting in Lot 7, SW¼SE¼ Section 1, Lot 1, NW¼NE¼, NW¼ Section 12, Township 33 South, Range 8 West, Willamette Meridian.

| Approx. Number Merch. Trees | Est. Volume MBF 32' Log | Est. Volume CCF | Species | Est. Volume MBF 16' Log | Appr. Price Per MBF* | Est. Volume Times Appraised Price |
|-----------------------------|-------------------------|-----------------|---------------|-------------------------|----------------------|-----------------------------------|
| 4,629 | 778 | 1,702 | Douglas-fir | 959 | \$120.10 | \$115,175.90 |
| 15 | 2 | 4 | Sugar Pine | 2 | \$51.40 | \$102.80 |
| 4,644 | 780 | 1,706 | Totals | 961 | | \$115,278.70 |

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

TIMBER AUCTION LOCATION – The timber auction will be held at the Grants Pass Inter-agency Office, located at 2164 NE Spalding Ave., Grants Pass, Oregon, at 9:00 a.m. on Thursday, June 23, 2011.

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.

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

The sample trees have been measured, utilizing the VOLT system of measurement, and the volume expanded to a total sale volume.

The volume of all other species in this sale has been derived from individual tree measurements taken during a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs. Approximately 0 trees which are considered to be non-merchantable are designated for cutting. Approximately 0% of the sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 15.7 inches DBHOB; the average gross merchantable log contains 61 bd. ft.; the total gross volume is approximately 1,105 M bd. ft; and 87% recovery is expected. Average DF is 15.7 inches DBHOB; average gross merchantable log DF contains 61 bd. ft.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber and is prohibited from use as a substitute for exported private timber.

The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

CUTTING AREA – Two (2) units containing seventy (70) acres must be partial cut.

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

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

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads which he constructs plus 5.61 miles of existing BLM road. BLM will maintain 4.4 miles of the 34-8-1.0A road. The Purchaser will be required to pay a total maintenance fee of \$2,748.46 for the use of this road. The Purchaser will be required to pay a rockwear fee of \$2,279.01 for the use of roads 33-8-13.0A, 33-8-13.0B, and 34-8-1.0B.

ROAD CONSTRUCTION - The contract will require the Purchaser to construct 25+35 stations of temporary road. Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not use ground-based equipment in Units 1 and 2 between October 15 of one calendar year, and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable, as determined by the Authorized Officer, the waiver will be revoked.

EQUIPMENT REQUIREMENTS – A forty (40) foot tower; cable capable of reaching an external yarding distance of one thousand three hundred (1,300) feet; capable of lateral yarding seventy five (75) feet with one end suspension of logs during inhaul; and capable of multispan. Ground-based yarding equipment shall not exceed nine (9) feet in width and be capable of bull-lining seventy five (75) feet. If a mechanical harvester is used, then it must have an arm capable of reaching at least twenty (20) feet. A minimum two hundred (200) flywheel horsepower tractor with mounted rippers no more than thirty six (36) inches apart and capable of ripping to a depth of eighteen (18) inches will be required for decommissioning temporary routes.

SLASH DISPOSAL - Slash disposal will consist of sixty five (65) acres of lop and scatter, five (5) acres of pile, cover, and burn (within fifty (50) feet of existing roads), and five (5) acres of machine pile landings (and twenty (20) feet around landing piles), cover, and burn landing piles.

CONTRACT TERMINATION - A Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act, or comply with a court order, or protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP). This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

PERFORMANCE BOND - A performance bond in the amount of 20% of the total purchase price

will be required.

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. No temporary route construction or hauling on natural surface and rocked roads shall be conducted on the Contract Area between October 15th of one calendar year and May 15th of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If moisture conditions on the road are deemed acceptable and do not result in continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade, road drainage causing a visible increase in stream turbidities, surface rutting, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events, Contracting Officer may approve a conditional waiver. If moisture conditions on the road resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
3. No ground-based yarding shall be conducted on Units 1 and 2 between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at 4-6" to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable, as determined by the Authorized Officer, the waiver will be revoked.
4. No ground disturbance or pile burning shall be conducted on Del Norte salamander habitat sites as shown on Exhibit A from October 15 of one calendar year and June 15 of the following calendar year, both days inclusive.
5. If a mechanized harvester is used and exceeds six (6) pounds-per-square-inch (PSI) ground pressure, then it shall be required to walk on existing slash and/or shall be required to cut off limbs and tops in front of the machine's tracks in order to reduce the potential for soil compaction. This slash mat shall be a minimum of eight inches in depth prior to the equipment moving onto the slash mat. Additional slash may be required on the slash mat if more than one out and back trip is done by the equipment.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From I-5 take Exit 76 toward Wolf Creek and head west onto Front St. Continue traveling west on Front St. which becomes Lower Wolf Creek Rd., which becomes Lower Grave Creek Rd. After about sixteen (16) miles, turn right onto the Mt. Reuben Rd. (BLM Road # 34-8-1). Stay on the Mt. Reuben Rd. for about seven (7) miles and turn right onto Pine Cone Spring Rd. (BLM Road # 33-8-13). Regor Thin timber sale units can be accessed by continuing through the yellow BLM gate and up the hill on BLM Road # 33-8-13, and by staying right at the yellow BLM gate continuing onto Tuller Creek Rd. (BLM Road # 33-7-2.3).

Alternatively, you can access the sale area from I-5 by taking Exit 71 toward Sunny Valley. Travel west on Leland Rd. At the stop sign, turn left onto Lower Grave Creek Rd. and follow the directions from this point on in the paragraph above.

Alternatively, you can access the sale area from I-5 by taking Exit 61 toward Merlin. Head west on the Merlin-Galice Rd and continue west for about twenty three (23) miles. After reaching the Rainy Falls trailhead, cross the bridge over the Rogue River and turn left onto the Mt. Reuben Rd. (BLM Road # 34-8-1). Follow the directions from this point on in the preceding paragraph.

ENVIRONMENTAL ASSESSMENT - A categorical exclusion (DOI-BLM-OR-M080-2011-002-CX) was prepared for this sale, and it was determined that the proposed action is in accordance with

the approved land use plan. This document is available for inspection as background for this sale at the Grants Pass Interagency Office.

OR110-5409-11 (2008)

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

THIS IS A SALE PROSPECTUS ONLY. THESE ARE THE SPECIAL PROVISIONS AS THEY WILL BE WRITTEN IN THE CONTRACT. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE MEDFORD DISTRICT OFFICE.

Section 40. TIMBER RESERVED FROM CUTTING - The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

- (A) AR-1 All timber on the Reserve Area(s) as shown on Exhibit A and all trees marked with a combination of orange paint, orange flagging, and/or posters which are on or mark the boundaries of the Reserve Area(s).
- (B) IR-1 Approximately one thousand seven hundred one (1,701) Douglas-fir trees and fifty three (53) sugar pine trees marked with orange paint above and below stump height in Unit 1 as shown on Exhibit A.
- (C) IR-2 All timber except approximately one thousand six hundred sixty (1,660) Douglas-fir trees marked for cutting heretofore by the Government, with blue paint above and below stump height in Unit 2 as shown on Exhibit A.

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

Section 41

(A) Log Exports

- (1) LE-1 All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from 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 three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications suitable for end product uses; or (4) western red cedar lumber which does not meet lumber of American 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; or (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:

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

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." The original of such certificate 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.

In the event an affiliate of the Purchaser has exported private timber within twelve (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 the form specified by the Authorized Officer and furnish the information to the Authorized Officer.

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report), 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.

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 (10) 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 (3) 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.

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

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 Section 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.

(B) Logging

- (1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. This written notification must be received by the Authorized Officer no less than seven (7) days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of (7) or more days.
- (2) L-3 All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees.
- (3) L-6 In harvest units as shown on Exhibit A, all trees designated for cutting shall be felled and whole tree yarded or yarded with tops attached except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all trees shall be bucked into log lengths not to exceed forty one (41) feet prior to being yarded.
- (4) L-7 In the cable yarding areas of harvest units as shown on Exhibit A, all trees designated for cutting shall be manually felled. Tractor yarding portions of harvest units as shown on Exhibit A may be felled mechanically using a harvester, feller-processor, or feller-buncher with the approval of the Authorized Officer and in accordance with the following specifications:
 - (a) Mechanized felling operations shall be limited to slopes of thirty-five (35) percent or less.
 - (b) Mechanized felling operations are subject to seasonal operating restrictions as described in Section 41(B)(7) of this contract.
 - (c) The harvester, feller-processor, or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose built carriers with boom-mounted felling heads may be approved. The boom must have a lateral reach of twenty (20) feet or more, and the machine's lateral reach must be utilized as much as possible. The purpose-built carrier may be of the articulated, rubber-tired

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

design, or the zero-clearance tail swing leveling track-mounted design.

- (5) L-7MC Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

| Designated Area | Yarding Requirements or Limitations |
|-----------------------------|--|
| <u>CABLE UNITS</u> 1 & 2 | <p>Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor.</p> <p>A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet.</p> <p>Yarding corridors will be perpendicular to the contours.</p> <p>Prior to falling any timber in the unit, all tail/lift trees and/or intermediate support trees shall be identified by the Purchaser and approved by the Authorized Officer.</p> <p>Yarding corridors will be approximately one hundred fifty (150) feet apart, measured at the tailholds.</p> <p>Yarding corridor widths shall not exceed six (6) feet either side of the skyline centerline.</p> <p>Landing size shall not exceed one-quarter (1/4) acre and shall be approved by the Authorized Officer. Design landings with adequate drainage.</p> <p>Directional falling to lead will be required.</p> <p>Yarding through the brush patch in Unit 1 will be allowed.</p> |

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

| Designated Area | Yarding Requirements or Limitations |
|---|---|
| <p><u>TRACTOR UNITS</u> 1 & 2</p> | <p>Yarding tractor width will not be greater than nine (9) feet track width, will be equipped with an integral arch and winch system capable of lining logs at least seventy five (75) feet. Skid roads will not exceed a width of twelve (12) feet on average per unit.</p> <p>Existing Skid roads will be used when possible. New skid roads will be placed at least one hundred fifty (150) feet apart where topography will allow. New skid roads must be located on ground less than thirty-five (35) percent slope.</p> <p>Yarding tractors will operate only on tractor skid roads approved by the Authorized Officer.</p> <p>Landing size shall not exceed one-quarter (¼) acre and shall be approved by the Authorized Officer. Design landings with adequate drainage.</p> <p>Directional falling to lead will be required.</p> <p>The use of blades while tractor yarding will be limited, equipment shall walk over as much ground litter as possible.</p> <p>If a mechanized harvester is used and exceeds six (6) pounds-per-square-inch (PSI) ground pressure, then it shall be required to walk on existing slash and/or shall be required to cut off limbs and tops in front of the machine's tracks in order to reduce the potential for soil compaction. This slash mat shall be a minimum of eight inches in depth prior to the equipment moving onto the slash mat. Additional slash may be required on the slash mat if more than one out and back trip is done by the equipment.</p> |

- (6) L-11 No landing shall be located within ten (10) feet of the Del Norte salamander habitat and red tree vole buffers shown on Exhibit A.

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

- (7) L-18 No ground-based yarding shall be conducted on Units 1 and 2 between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at 4-6” to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable, as determined by the Authorized Officer, the waiver will be revoked.
- (8) L-18 No temporary route construction or road maintenance shall be conducted on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at 4-6” to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable, as determined by the Authorized Officer, the waiver will be revoked.
- (9) L-18 No hauling on natural surface and rock roads shall be conducted on the Contract Area between October 15th of one calendar year and May 15th of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If moisture conditions on the road are deemed acceptable and do not result in continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade, road drainage causing a visible increase in stream turbidities, surface rutting, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events, Contracting Officer may approve a conditional waiver. If moisture conditions on the road resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (10) L-18 No ground disturbance or pile burning shall be conducted on the Del Norte salamander habitat as shown on Exhibit A from October 15 of one calendar year and June 15 of the following calendar year, both days inclusive.
- (11) L-23 Prior to the 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 prework conference between the Purchaser’s authorized representative and the

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.

- (12) L-25 Before cutting and removing any trees necessary to facilitate logging in the harvest units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, and intermediate support trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
- (a) All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees; however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road shall be limited to twelve (12) feet, and cable yarding corridors shall be limited to twelve (12) feet.
 - (b) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with a color of paint to be determined at the Prework conference, by the Authorized Officer, above and below stump height and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.
 - (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract.

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
 - (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
 - (f) The Government may reserve trees previously designated for cutting and removal by blacking out blue paint or by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescriptions. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (13) L-28 In cable harvest units as shown on Exhibit A, the Purchaser shall make cable yarding road changes by completely spooling the cables and restringing the layout from the head spar to the new tailhold to protect advance reproduction and/or reserve trees and snags present on these areas.
- (C) Road Construction – Maintenance - Use

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

- (1) RC-1a The Purchaser shall construct, reconstruct, and/or renovate in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.
- (2) RC-1b Any required construction, improvement, or renovation of structures and roads shall be completed and accepted prior to the removal of any timber, except right-of-way timber, over that road.
- (3) RC-1d The Purchaser shall not commence work on road renovation until receipt of written notice to do so from the Authorized Officer. Work shall be commenced no later than 3 days after such notice, and shall be completed within 5 months after such notice.
- (4) RC-1f Upon completion of logging operations and slash disposal, the Purchaser shall scarify the entire temporary road in strips of not more than 36 inches in width to a minimum depth of 12 inches, provided that no scarification shall be required where the road traverses rock outcroppings. Water bars shall be constructed at intervals in accordance with Exhibit C-9, Special Provisions, Page 2 of 2, Item Number 7. Barriers shall be constructed so as to prevent further use of the road by vehicles.
- (5) RC-2 The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance obligations described in Section 41(C)(8). The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

| Road No. and Segment | Length Miles Used | Road Control | Road Surface Type |
|----------------------|-------------------|--------------|-------------------|
| 34-8-1.0 A | 4.40 | BLM | BST1 |

- (6) RC-2a The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract, provided that the Purchaser comply with the conditions set forth in Section 41(C)(12) and pay the required rockwear obligation described in Section 41(C)(11). The Purchaser shall pay current Bureau of Land Management Rockwear fees for the sale of additional timber under modification of the contract.

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

| Road No. and Segment | Length Miles Used | Road Control | Road Surface Type |
|----------------------|-------------------|--------------|-------------------|
| 33-8-13.0 A | 1.85 | BLM | ASC |
| 33-8-13.0 B | 0.85 | BLM | NAT |
| 34-8-1.0 B | 2.80 | BLM | ASC |

- (7) RC-2b With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of roads included in Section 41(C)(6)^{1/} 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) RC-2c Provided, that the Purchaser shall pay the Government a road maintenance obligation of two thousand seven hundred forty eight and 46/100 dollars (\$2,748.46) for the transportation of any timber included in this contract price over said road.

The above maintenance amount is for the use of 4.40 miles of road or less. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than five hundred and no/100 dollars (\$500.00), payable in the same manner as and together with payments required by Section 3 of this contract.

- (9) RC-2d Provided that the Purchaser shall pay the Government a road maintenance fee of sixty-five (65) cents for the use of said BST roads. For administrative purposes the total maintenance fee shall be based upon the estimated volume set forth in Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. In the event logs are hauled over more than one route, the estimated volume set forth in Exhibit B shall be proportioned on the basis of actual volume removed. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads they intend to use in the removal of timber purchased under the contract, together with an estimate of the volume to be hauled over such roads. If the total road maintenance amount does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance amount exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.
- (10) RC-2f The Authorized Officer may at any time, by written notice, terminate the

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

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 roads involved. These fees will be applied to the remaining contract volume on the sale area to be transported over road or roads listed in Section 41(C)(5)^{1/}. The Purchaser shall pay the total maintenance amount for said road(s) within thirty (30) days following receipt of written notice; provided, however, that if the total amount exceeds five hundred dollars (\$500.00), the Purchaser may elect to make payment in installments in the same manner as and together with payments required in Section 3 of this contract.

- (11) RC-2g The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of two thousand two hundred seventy nine and 01/100 dollars (\$2,279.01) for the transportation of timber included in the contract price and for transportation of any mineral material required under terms of the contract over road or roads listed in Section 41(C)(5) and Section 41(C)(6). The amount of the rockwear shown above shall be paid prior to removal of timber from the contract area, provided, however, that if the total of such amount exceeds five hundred dollars (\$500.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (12) RC-2h The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract, which is attached hereto and made a part hereof.
- (13) RC-8 The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government owned or controlled and/or structures when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

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

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

Details shall include:

- A. Axle weights when fully loaded.
- B. Axle spacing.

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

- C. Transverse wheel spacing.
- D. Tire size.
- E. Outside width of vehicle.
- F. Operating speed.
- G. Frequency of use.
- H. Special features (e.g. running tracks, overhang loads, etc.)

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over-dimension or tracked vehicles or equipment; (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.

(D) Environmental Protection

- (1) E-1 In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall implement the following noxious weed control measures:
 - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
 - (c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.
 - (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
 - (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.
- (2) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.

- (3) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred fifty (150) feet of streams or other wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams.
- (4) E-1 In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate temporary routes, landings, corridors, skidtrails and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff as directed by the Authorized Officer. The Purchaser shall apply native grass seed and Certified Weed-Free straw mulch for soil stabilization operations. BLM will furnish native grass seed if available. Certified weed-free straw mulch will be the responsibility of the Purchaser.
- (5) E-1 In addition to the requirement set forth in Sec. 25 of this contract, material removed during excavation would only be placed in locations where it cannot enter streams or other water bodies.
- (6) E-1 In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall as directed by the Authorized Officer decommission temporary routes following completion of current harvest and fuels treatments, prior to October 15th of the harvest season during dry soil conditions by one of the following methods:
- (a) If the Authorized Officer deems ripping will not cause unacceptable damage to the root systems of residual trees the Purchaser shall discontinuously subsoil with winged ripper teeth, simultaneously water bar, seed, mulch, and barricade.
1. Use a minimum 200 flywheel horsepower tractor with mounted rippers having shanks and teeth consistent with drawings and specifications shown on Exhibit R of this contract, which, is attached hereto and made a part hereof.

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

2. Subsoil the entire width of the temporary route to a depth of eighteen (18) inches, and no further than thirty six (36) inches apart
 - (b) If the Authorized Officer deems ripping will cause an unacceptable amount of damage to the root systems of residual trees the Purchaser shall scarify to a depth of up to six (6) inches and simultaneously water bar, seed, mulch and barricade.
- (6) E-2 The water bars to be constructed as required by Sec. 25(c) shall be constructed in accordance with the specifications shown on Exhibit W, which is attached hereto and made a part hereof.
- (7) E-3 If, in connection with operations under this contract, the Purchaser, their 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, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall 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.
- (8) E-4 The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (1) 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;
 - (2) when, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (3) 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;

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

- (4) 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;
- (5) 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;
- (6) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (7) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (8) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (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 Contracting Officer must first apply the amount of First Installment that could be refunded to the debt

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, *et seq.*). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 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 Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

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

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

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

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

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

(E) Fire Prevention and Control

(1) F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

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

(b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:

i. F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people 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 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 not be less than four (4) tools in each box nor less than one (1) tool for each person working on the contract area. Three-

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

fourths ($\frac{3}{4}$) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

- ii. F-2b A round pointed size "0" or larger shovel in good condition shall be within fifty (50) feet of any power saw when in operation.
- iii. F-2c At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.
- iv. F-2d Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area, the Medford BLM District Office, and Oregon Department of Forestry. Such communication shall be available during periods of operation including the time watch-service is required.
- v. F-2e A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.
- vi. F-2f A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
- vii. F-2g Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

- viii. F-2h A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester shall be carried during the closed fire season or periods of fire danger by each saw operator using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

- ix. F-5 Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

(F) Slash Disposal and Site Preparation

- (1) SD-1 Fire Hazard Reduction. In addition to the requirements of Sec. 15 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 the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract:

Prior to commencement of any operation under this Section F of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

- (a) SD-1a Lop and Scatter. Lop and scatter all slash outside of the hand pile treatment areas in Units 1 and 2 concurrently with the normal felling operation. All cut slash shall be lopped to no more than eight (8) feet in length and all top and side branches must be free of the central stem so that slash is reduced to the extent that it is within eighteen (18) inches of the ground at all points. All slash shall be arranged in a discontinuous pattern across the forest floor.
- (b) SD-1c Hand Piling. Hand pile and burn all slash located within fifty (50) feet of roads 33-8-13 and 33-7-2.3 where the road coincides with a harvest unit boundary in accordance with the following specifications:
- i. Piling shall be accomplished by hand. Finished piles shall be tight and free of earth.
 - ii. Pile all slash which is between one (1) inch and six (6) inches in diameter on the large end and exceeds two (2) feet in length.
 - ii. Piles shall be placed within unit boundaries, however, outside of wildlife buffers, roadways, turnouts, shoulders, or the cut bank. Finished piles shall be tight and free of earth.
 - iii. A five (5) foot by five (5) foot cover of 4 mm black plastic shall cap each handpile to maintain a dry ignition point. The cover shall be firmly fixed to the pile to hold it in place. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one half (1/2) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than four (4) feet and no greater than six (6) feet; width shall not exceed six (6) feet; piles shall be circular and not windrowed. No pile shall be located in any stream channel; on down logs or stumps; within ten (10) feet of any other pile or the trunk of the nearest living reserve tree. No portion of the pile will be under the crown of any living tree.
- (c) SD-1d Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

- i. Units shall be piled and covered during the same season that they are logged.
- (d) SD-1e LANDING SLASH Pile all slash situated in harvest unit landings and within ten (10) feet of each finished pile. Slash shall be piled by machine or hand and piles shall be located in tractor skid trails, cable yarding corridor chutes, or on landings located away from reserve trees, snags, and coarse woody debris. Finished piles shall be tight and free of earth.
- i. A ten (10) foot by ten (10) foot cover of 4 mm black plastic shall cap each pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place.
- (2) SD-2 Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up 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 or designated representative, assist in preparing piles in units for burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below.
- (a) For igniting and burning piles in all harvest units, as shown on Exhibit S:
- i. One (1) person to supervise crew(s) and equipment operators, and to serve as the Purchaser's representative.
 - ii. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
 - iii. One (1) tractor operator.
 - iv. One (1) tank truck driver.
 - v. One (1) tractor operator (Caterpillar D6 or equivalent) equipped with straight solid blade.
 - vi. One (1) tank truck. Each truck shall have one thousand (1,000) gallons or more capacity with one thousand (1,000) feet of hose

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Tank(s) shall be filled with water.

- vii. Each tank truck shall have one thousand (1,000) feet of one and one-half (1½) inch hose and one thousand (1,000) feet of one (1) inch hose. Six (6) gated “Y” valves, six (6) one and one-half (1½) to one (1) inch reducers, and six (6) combination fog and stream nozzles. All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended.
 - viii. Ten (10) drip torches, Forester Sealite, or equivalent.
 - ix. All ignition operations will be supervised by a BLM representative.
- (b) Mop-up of all handpiles and landing piles in all harvest units as shown on Exhibit S.
- i. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser’s representative.
 - ii. One (1) crew with ten (10) members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member.
 - iii. One (1) tractor operator.
 - iv. One (1) tank truck driver.
 - v. One (1) tractor (Caterpillar D6 or equivalent) equipped with straight solid blade.
 - vi. One (1) tank truck. Each truck shall have one thousand (1,000) gallons or more capacity with one thousand (1,000) feet of hose and nozzle(s) acceptable to the Authorized Officer. All hose couplings shall have the standard thread adopted by the State Fire

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

Marshall pursuant to ORS 476.610 as amended. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Tank(s) shall be filled with water.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging Residue Reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.

All listed personnel shall be physically fit, experienced, and fully capable of functioning as required. All personnel shall arrive at the project area(s) with the following personal safety equipment: long sleeve natural fabric shirt, full length natural fabric trousers, minimum eight (8) inch top leather boots, hardhat, and leather gloves. All listed tools and equipment shall be in good usable 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.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop-up on each unit to be burned as shown on Exhibit S as required in Section 41(F) for 450 work hours for each piled unit and piled landing as directed by the Authorized Officer within a ten (10)-day period beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or designated representative, take action to suppress, including control and mop-up, the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option: (1) reimburse Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

In situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit

REGOR THIN TIMBER SALE
SPECIAL PROVISIONS

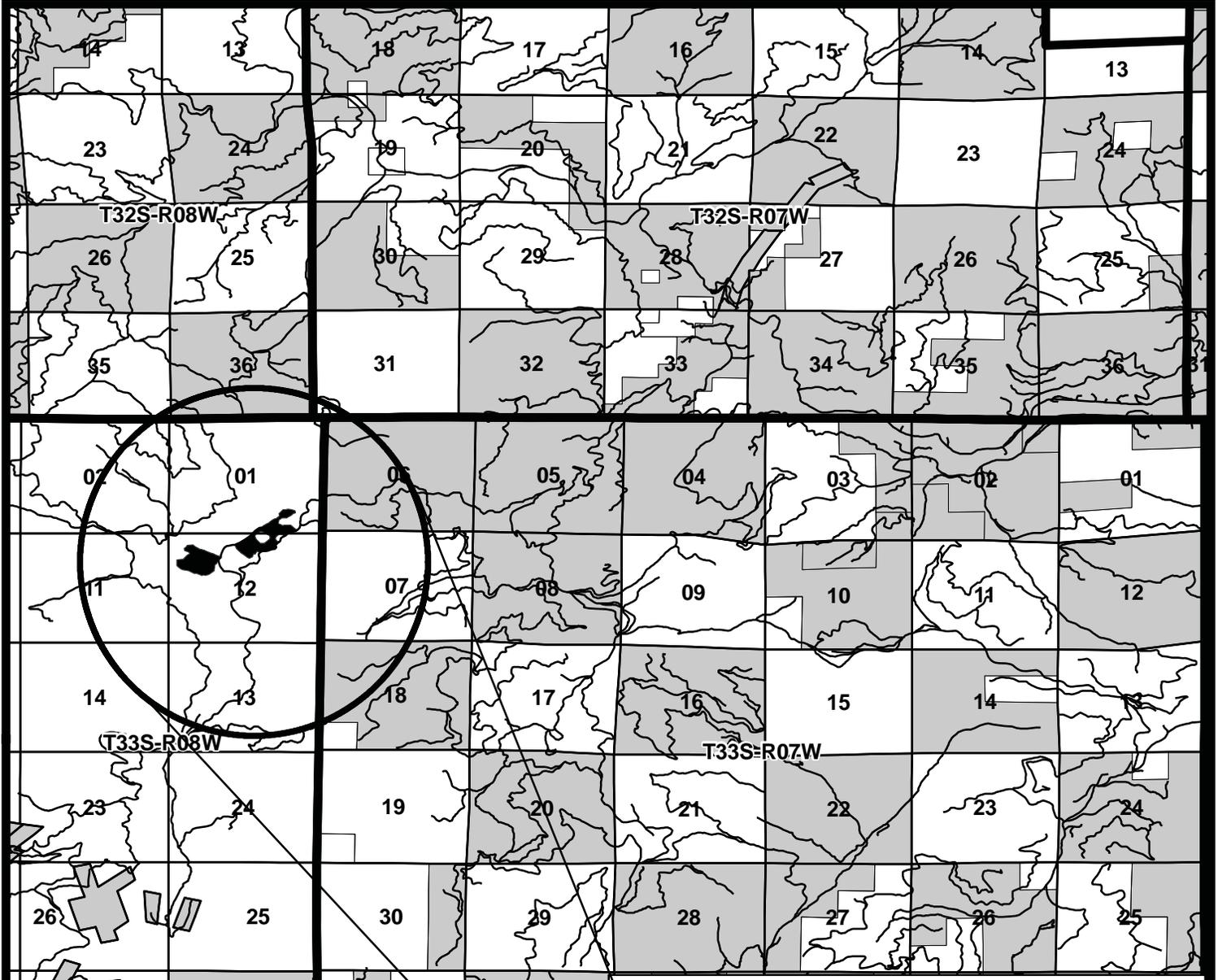
the Purchaser to remove personnel for that day; provided that, all mop-up work on the escaped fire area is included with mop-up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop-up work on all escaped fire areas concurrently with mop-up work on the prescribed fire area.

In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment 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 use of additional personnel and equipment to accomplish planned burning, the Purchaser also shall be responsible for such additional costs.

- (G) Equal Opportunity in Employment Certification of Non-segregated Facilities attached hereto and made a part hereof.

SALE LOCATION MAP



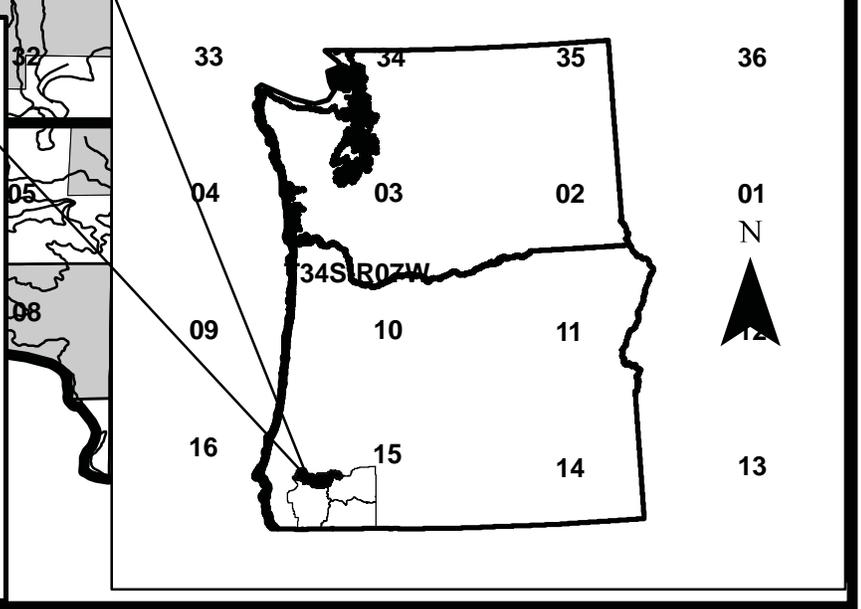
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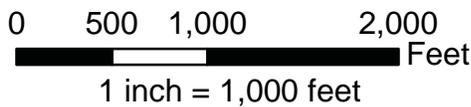
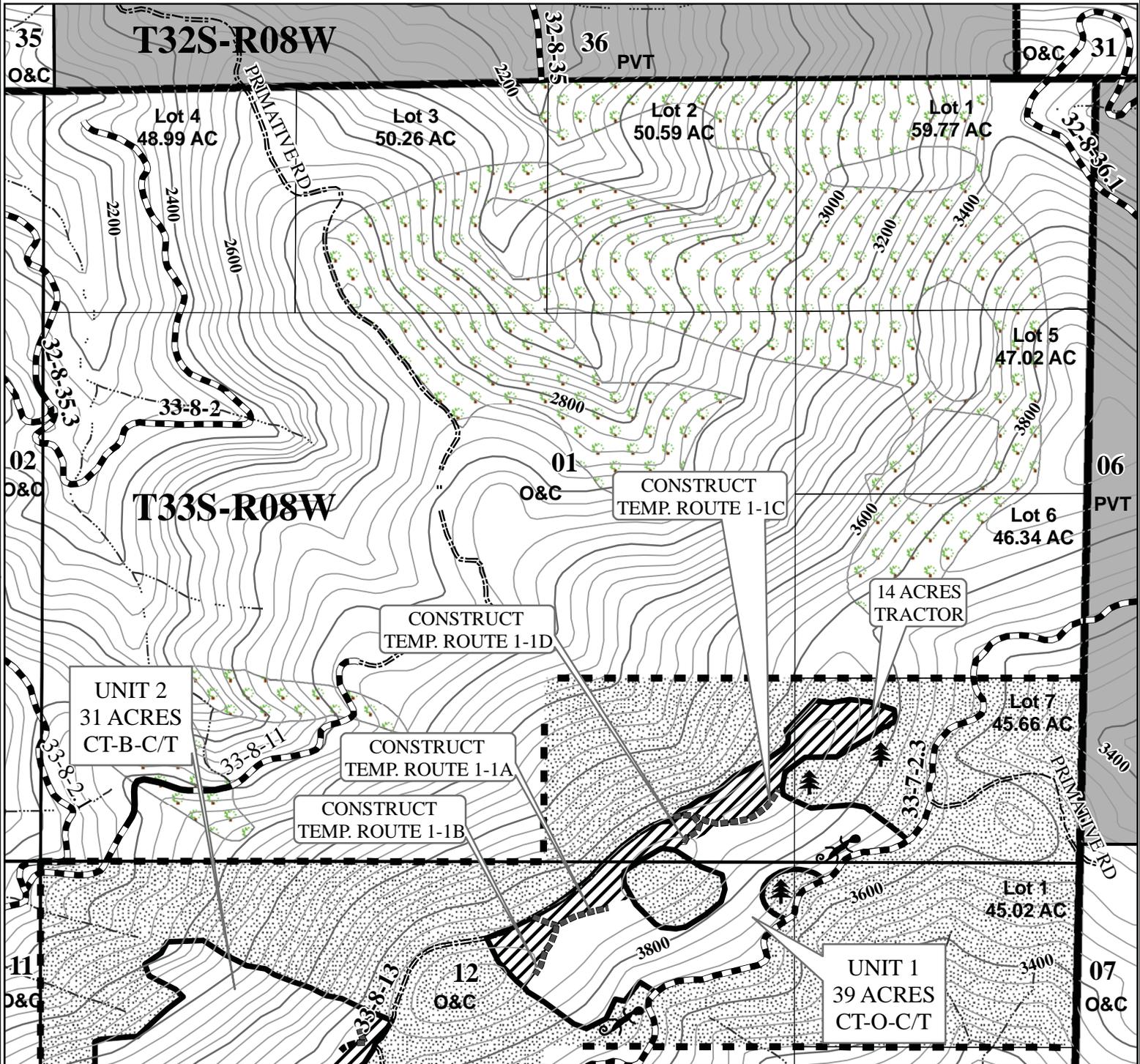
- 35 Regor Thin Timber Sale Units
- Township Range
- Section
- Roads
- Federal Ownership
- Non-Federal Ownership
- Regor Thin Timber Sale Area




0 2,300 4,600 9,200 13,800 18,400 Feet

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.





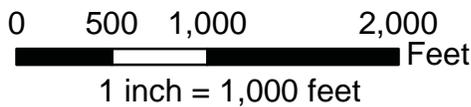
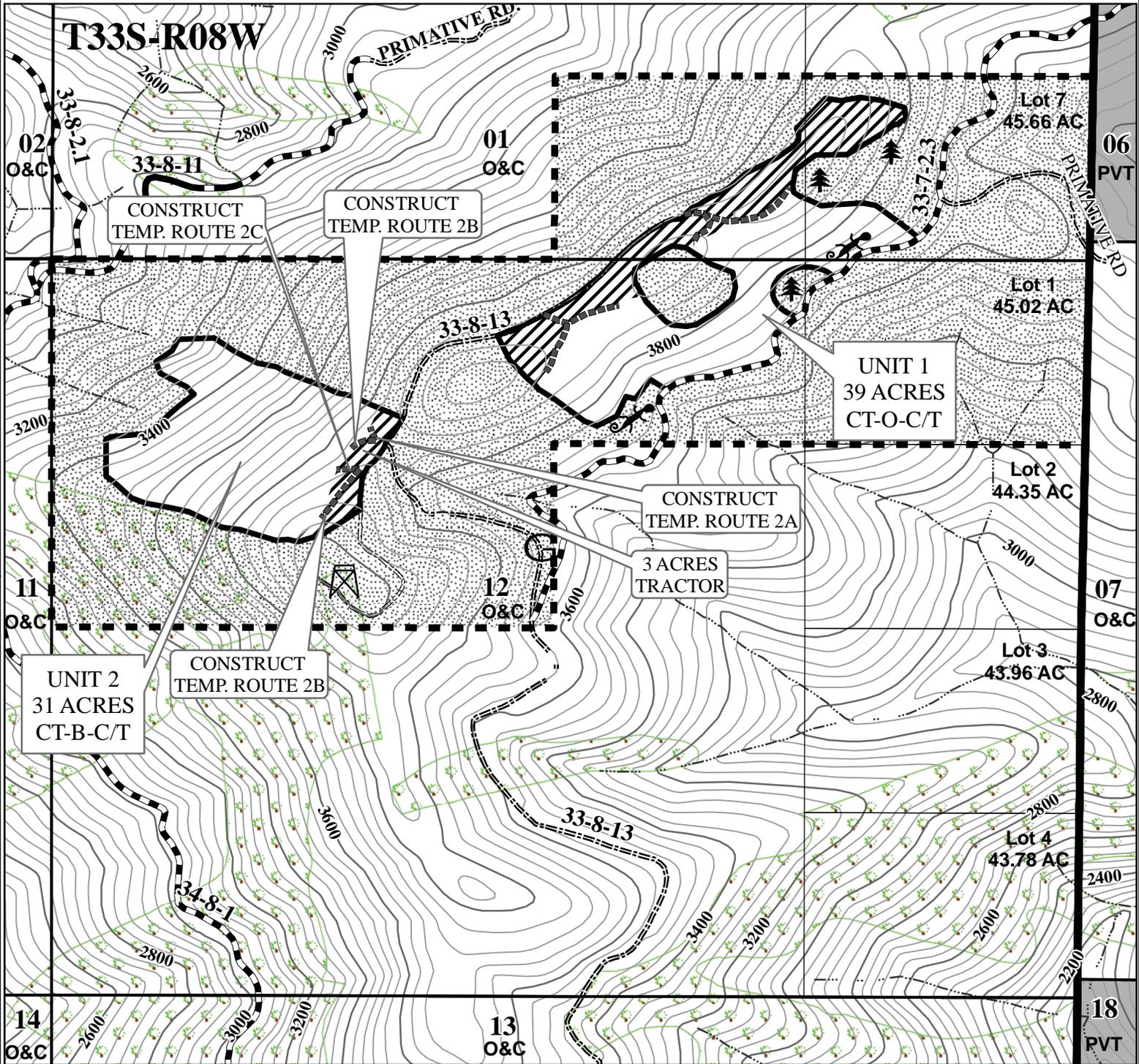
40 FOOT CONTOUR INTERVAL



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United States Department of the Interior
 Bureau of Land Management
 Medford District Office
 3040 Biddle Road
 Medford, OR 97504
 (541) 618-2200



40 FOOT CONTOUR INTERVAL

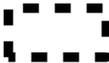


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United States Department of the Interior
 Bureau of Land Management
 Medford District Office
 3040 Biddle Road
 Medford, OR 97504
 (541) 618-2200

LEGEND

| | | | |
|---|------------------------------|---|----------------------------|
|  | Contract Area Boundary |  | red tree vole buffer |
|  | Reserve Area |  | Fire Tower |
| Regor Thin Timber Sale Units | |  | Stream |
|  | Cable Yard |  | Intermediate 40-ft contour |
|  | Tractor Yard |  | Index 200-ft contour |
|  | Temporary Route Construction |  | TPCC Withdrawn Land |
| Roads | |  | Section |
| Surface Type | |  | Township_Range |
|  | Paved | Ownership | |
|  | Rocked |  | BLM |
|  | Natural Surface | O&C | BLM O&C Land |
| G | Gates |  | Non-Federal |
|  | Del Norte salamander habitat | PVT | Private |

SUMMARY

| | | |
|---|---|--------------|
| CT-O-C/T | COMMERCIAL THIN-ORANGE MARK LEAVE TREE-CABLE YARD AND TRACTOR YARD (UNIT 1) | 39 ACRES |
| CT-B-C/T | COMMERCIAL THIN-BLUE MARK CUT TREE- CABLE YARD AND TRACTOR YARD (UNIT 2) | 31 ACRES |
|  | TOTAL TIMBER SALE UNIT AREA | 70 ACRES |
|  | RESERVE AREA | 260.68 ACRES |
|  | TOTAL CONTRACT AREA | 330.68 ACRES |

LEGEND

| UNIT | ACRES | HARVEST TYPE | PAINT COLOR | LOGGING SYSTEM |
|--------------|-----------|-----------------|----------------|-------------------|
| 1 | 39 | CT | O | C/T |
| 2 | 31 | CT | B | C/T |
| TOTAL | 70 | | | |

* ALL ACRES COMPUTED BY GPS TRAVERSE

* BOUNDARIES OF HARVEST UNITS ARE POSTED AND PAINTED IN ORANGE

CT = COMMERCIAL THIN

B = BLUE PAINT (CUT TREE MARK)

O = ORANGE PAINT (LEAVE TREE MARK)

C/T = CABLE YARD/TRACTOR YARD



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

District: Medford2
Sale Name :c Regor Thin2
Sale Date :c 06/23/20112
Appraisal Method :c 16' MBF2

Contract # :c TS-11-082
Job File # :c M112682
Master Unit :c Jackson2
Planning Unit :c Glendale2

Contentsc

| | |
|-------------------------|----|
| Timber Sale Summary2 | |
| Stumpage Summary2 | 32 |
| Prospectus2 | 42 |
| Exhibit B2 | 52 |
| Volume Summary2 | 62 |
| Stump to Truck Costs2 | 72 |
| Other Allowances Costs2 | 82 |
| Consolidated Comments2 | 92 |

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Timber - Sale - Summary**

Medford
Regor Thin
TS-11-082

Legal Description

| Foreste Type | Township | Rangec | Sectionc | Subdivision |
|--------------|----------|--------|----------|---------------------------|
| O&C2 | 33S2 | 8W2 | 12 | Lot 7, SW1/4SE1/42 |
| O&C2 | 33S2 | 8W2 | 12 | Lot 1, NW1/4NE1/4, NW1/42 |

Cutting Volume (16' MBF)c

| Unit2 | DF2 | SP2 | | | | | | | Total2 | Regen2 | Partial2 | ROW2 |
|---------|------|-----|--|--|--|--|--|--|--------|--------|----------|------|
| 12 | 7152 | 2 | | | | | | | 7172 | 02 | 392 | 02 |
| | 2442 | | | | | | | | 2442 | 02 | 312 | 02 |
| Totals2 | 959c | 2c | | | | | | | 961c | 0 | 70 | 0c |

Logging Costs per 16' MBF

| | | |
|--------------------|-----|---------|
| Stump to Truck2 | \$2 | 192.292 |
| Transportation2 | \$2 | 66.672 |
| Road Construction2 | \$2 | 24.252 |
| Road Amortization2 | \$2 | 0.00 |
| Road Maintenance2 | \$2 | 9.392 |

Other Allowances :2

| | |
|----------------------------------|-------------------|
| Fuels Treatment2 | \$ 4.15 2 |
| Misc2 | \$ 1.57 2 |
| Other Costs2 | \$ 4.97 2 |
| Total Other Allowances :c | \$ 10.69 c |

Profit & Riskc

| | | |
|----------------------|------------------------|--------|
| Total Profit & Risk2 | | 82 %2 |
| Basic Profit & Risk2 | 72% + Additional Risk2 | 12%2 |
| Back Off2 | | 102 %2 |

Tract Featuresc

| | | |
|----------------------------------|----------------------|--------------|
| Avg Log2 | Douglas-fir : 62 bf2 | All : 62 bf2 |
| Recovery2 | Douglas-fir : 87 %2 | All : 87 %2 |
| Salvage2 | Douglas-fir : 0 %2 | All : 0 %2 |
| Avg Volume (2 16' MBF per Acre)2 | | 142 |
| Avg Yarding Slope2 | | 502 %2 |
| Avg Yarding Distance (feet)2 | | 4002 |
| Avg Age2 | | 902 |
| Volume Cable2 | | 71 %2 |
| Volume Ground2 | | 92 %2 |
| Volume Aerial2 | | 02 %2 |
| Road Construction Stations2 | | 0.002 |
| Road Improvement Stations2 | | 0.002 |
| Road Renovation Stations2 | | 0.002 |
| Road Decomission Stations2 | | 0.002 |

Cruise

| | |
|-----------------|-----------------------------------|
| Cruised By2 | ulfield, Dowding, Franks, Cannon2 |
| Date2 | 05/02/20112 |
| Type of Cruise2 | 3P, 100%2 |
| County, State2 | Josephine, OR2 |

Total Logging Costs per 16' MBF2

\$2 303.29c

Utilization Centersc

| | |
|---|------------|
| Center #1 : Glendale2 | 352 Miles2 |
| Center #2 | 02 Miles2 |
| Weighted distance to Utilization Centers2 | 352 |

Length of Contractc

| | |
|---------------------------------|-----------|
| Cutting and Removal Time2 | 362Months |
| Personal Property Removal Time2 | 12Months2 |

Net Volumec

| | |
|---|-----------|
| Green (16' MBF)2 | 9612 |
| Salvage (16' MBF)2 | 02 |
| Douglas-fir Peeler2 | 02 |
| Export Volume2 | 02 |
| Scaling Allowance (\$0.75 per 16' MBF)2 | \$720.752 |

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford
Regor Thin
TS-11-082

Stumpage Summary

Stumpage Computation (16' MBF)

| Species | Trees | Net Volume | Pond Value | (-) Profit & Risk | (-) Logging Cost | (+) Marginal Log Value | (-) Backfire | Appraised Price | Appraised Value |
|---------------|--------------|------------|------------|-------------------|------------------|------------------------|--------------|-----------------|----------------------|
| DF2 | 4,629 | 959 | \$ 474.70 | \$ 37.98 | \$ 303.29 | | \$ 13.34 | \$ 120.10 | \$ 115,175.90 |
| SP2 | 15 | 2 | \$ 391.80 | \$ 31.34 | \$ 303.29 | | \$ 5.72 | \$ 51.40 | \$ 102.80 |
| Totals | 4,644 | 961 | | | | | | | \$ 115,278.70 |

Log Code by Percent

| Species | Code #1 | Code #2 | Code #3 | Code #4 | Code #5 | Code #6 |
|-------------|---------|---------|---------|---------|---------|---------|
| Douglas-fir | | | 1.02 | 58.02 | 36.02 | 5.02 |
| Sugar Pine | | | | 40.02 | 56.02 | 4.02 |

Marginal Log Volume

| Species | Grade #7 | Grade #8 |
|-------------|----------|----------|
| Douglas-fir | | |
| Sugar Pine | | |

Appraised By : Caulfield, Dave

Date : 05/03/2011

Area Approval By : Caulfield, Dave

Date : 05/03/2011

District Approval By :

Date :

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford2
Regor Thin2
TS-11-082

Prospectus

Appraisal Method : (16' MBF)²

| Species | Trees | Net Volume 16' MBF | Net Volume 32' MBF | Net Volume CCF |
|--------------------------|--------------|-----------------------|-----------------------|-------------------|
| Douglas-fir ² | 4,629 | 959 | 778 | 1,702 |
| Sugar Pine ² | 152 | 2 | 2 | 42 |
| Total | 4,644 | 961 | 780 | 1,706 |

All Species

| Gross Volume | Number Trees | Avg bf Volume Per Tree | DBH | Gross Merch Volume | Merch Log | Avg bf Gross Merch Log |
|--------------|-----------------|---------------------------|-------|-----------------------|--------------|---------------------------|
| 1,105 | 4,644 | 237 | 15.72 | 1,067 | 17,232 | 612 |

| Merch Log | Cull Log | Total Log | Logs per Tree | Net Volume | Gross Volume | Recovery |
|--------------|-------------|--------------|------------------|---------------|-----------------|----------|
| 17,232 | 892 | 18,124 | 32 | 961 | 1,105 | 872% |

Douglas-fir

| Gross Volume | Number Trees | Avg bf Volume Per Tree | DBH | Gross Merch Volume | Merch Log | Avg bf Gross Merch Log |
|--------------|-----------------|---------------------------|-------|-----------------------|--------------|---------------------------|
| 1,102 | 4,629 | 238 | 15.72 | 1,065 | 17,202 | 612 |

| Merch Log | Cull Log | Total Log | Logs per Tree | Net Volume | Gross Volume | Recovery |
|--------------|-------------|--------------|------------------|---------------|-----------------|----------|
| 17,202 | 879 | 18,081 | 32 | 959 | 1,102 | 872% |

Cutting Areas

| Unit | Regen Acres | Partial Cut Acres | Right Of Way Acres | Total Acres |
|---------------|----------------|----------------------|-----------------------|----------------|
| 12 | | 392 | | 392 |
| | | 312 | | 312 |
| Totals | | 70 | | 70 |

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Volume Summary

Medford2
Regor Thin2
TS-11-082

Sale Volume Totals

702 Acres 02 Regene 702 Partiale 02 R/Wc 2 Units

| SpeciesName | # of Trees | Merch Log | Cull Log | 16' MBF Net | 16' MBF GM | 16' MBF Gross | 32' MBF Net | 32' MBF GM | 32' MBF Gross | CCF Net | CCF GM | CCF Gross |
|---------------|--------------|---------------|------------|-------------|--------------|---------------|-------------|------------|---------------|--------------|--------------|--------------|
| Douglas-fir | 4,629 | 17,201 | 879 | 959 | 1,065 | 1,102 | 778 | 864 | 892 | 1,702 | 1,892 | 1,966 |
| Sugar Pine | 152 | 312 | 132 | 2 | 2 | 32 | 2 | 2 | 2 | 42 | 42 | 52 |
| Totals | 4,644 | 17,232 | 892 | 961 | 1,067 | 1,105 | 780 | 866 | 894 | 1,706 | 1,896 | 1,971 |

Unit Totals

Unit : c 1 39 Acres 0 Regene 39 Partiale 0 R/Wc

| SpeciesName | # of Trees | Merch Log | Cull Log | 16' MBF Gross | 16' MBF GM | 16' MBF Net |
|--------------------|--------------|---------------|------------|---------------|------------|-------------|
| Douglas-fir | 2,969 | 12,816 | 655 | 821 | 793 | 715 |
| Sugar Pine | 152 | 312 | 132 | 32 | 2 | 2 |
| Unit Totals | 2,984 | 12,847 | 668 | 824 | 795 | 717 |

Unit : c 2 31 Acres 0 Regene 31 Partiale 0 R/Wc

| SpeciesName | # of Trees | Merch Log | Cull Log | 16' MBF Gross | 16' MBF GM | 16' MBF Net |
|--------------------|--------------|--------------|------------|---------------|------------|-------------|
| Douglas-fir | 1,660 | 4,385 | 242 | 281 | 272 | 244 |
| Unit Totals | 1,660 | 4,385 | 224 | 281 | 272 | 244 |

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

Medford2
 Regor Thin2
 TS-11-082

Stump to Truck Costs

Total (16' MBF)

| Total Stump to Truck Costs | Net Volume | Cost / Net Volume |
|-------------------------------|---------------|----------------------|
| \$ 184,788.80 | 9612 | \$ 192.29 |

Detail

Yarding & Loading

| Yarding System | Unit Of Measure | Unit | Cost / Unit | Total Cost |
|-----------------|--------------------|------|----------------|----------------------|
| Short Tractor | GM MBF | 7562 | \$ 194.90 | \$ 147,344.40 |
| Track Skidder | GM MBF | 3112 | \$ 120.40 | \$ 37,444.40 |
| Subtotal | | | | \$ 184,788.80 |

Other Costs

| Explanation | Unit Of Measure | Unit | Cost / Unit | Total Cost |
|-----------------|--------------------|------|----------------|---------------|
| | | | | |
| Subtotal | | | | |

Additional Move-In

| Equipment | # Move-In | Cost / Move In | Total Cost |
|-----------------|-----------|-------------------|---------------|
| | | | |
| Subtotal | | | |

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Medford2
Regor Thin2
TS-11-082

ther Allowances Costsc

Total (16' MBF)c

| Total Other Allowances Costsc | Netc Volumec | Cost / Netc Volume *c | Total Buy Outc Costc |
|-------------------------------|--------------|-----------------------|----------------------|
| \$10,275.772 | 9612 | \$10.692 | \$0.002 |

Fuels Treatment2

Detail (16' MBF)c

| Cost Itemc | Total Costc | Cost /c Net Vol *c | Buyc utc | Buy Outc Costc |
|---------------------------|----------------------|--------------------|----------|------------------|
| Lop and Scatter-Lvl 12 | \$ 1,690.00 2 | \$ 1.76 2 | N2 | \$ 0.00 2 |
| Hand Pile, Cvr - Level 12 | \$ 1,548.00 2 | \$ 1.61 2 | N2 | \$ 0.00 2 |
| Hand Pile Brn-Level 12 | \$ 160.00 2 | \$ 0.17 2 | N2 | \$ 0.00 2 |
| Hand Pile, Cvr - Level 32 | \$ 350.00 2 | \$ 0.36 2 | N2 | \$ 0.00 2 |
| Hand Pile Brn-Level 32 | \$ 40.00 2 | \$ 0.04 2 | N2 | \$ 0.00 2 |
| Hand Pile, Cvr - Level 62 | \$ 200.00 2 | \$ 0.21 2 | N2 | \$ 0.00 2 |
| Subtotalc | \$ 3,988.00 c | \$ 4.15 c | | \$ 0.00 c |

Misc2

Detail (16' MBF)c

| Cost Itemc | Total Costc | Cost /c Net Vol *c | Buyc utc | Buy Outc Costc |
|----------------------|----------------------|--------------------|----------|------------------|
| Directional Falling2 | \$ 1,508.77 2 | \$ 1.57 2 | | \$ 0.00 2 |
| Subtotalc | \$ 1,508.77 c | \$ 1.57 c | | \$ 0.00 c |

Other Costs2

Detail (16' MBF)c

| Cost Itemc | Total Costc | Cost /c Net Vol *c | Buyc utc | Buy Outc Costc |
|-------------------------------------|----------------------|--------------------|----------|------------------|
| Ripping2 | \$ 450.00 2 | \$ 0.47 2 | N2 | \$ 0.00 2 |
| Skid Location2 | \$ 128.00 2 | \$ 0.13 2 | N2 | \$ 0.00 2 |
| Skid Construction2 | \$ 300.00 2 | \$ 0.31 2 | N2 | \$ 0.00 2 |
| Temporary Spur Construction2 | \$ 600.00 2 | \$ 0.62 2 | N2 | \$ 0.00 2 |
| Barricades2 | \$ 300.00 2 | \$ 0.31 2 | N2 | \$ 0.00 2 |
| Stream and Culvert Cleaning2 | \$ 128.00 2 | \$ 0.13 2 | N2 | \$ 0.00 2 |
| Landing Clean up2 | \$ 675.00 2 | \$ 0.70 2 | N2 | \$ 0.00 2 |
| Landing Construction2 | \$ 1,350.00 2 | \$ 1.40 2 | N2 | \$ 0.00 2 |
| Hand Seeding @ 17 lb seed per hour2 | \$ 332.00 2 | \$ 0.35 2 | N2 | \$ 0.00 2 |
| Mulching (2 hours/5 bales)2 | \$ 260.00 2 | \$ 0.27 2 | N2 | \$ 0.00 2 |
| Equipment Washing2 | \$ 256.00 2 | \$ 0.27 2 | N2 | \$ 0.00 2 |
| Subtotalc | \$ 4,779.00 c | \$ 4.97 c | | \$ 0.00 c |

* Cost / Net Volume has been rounded to the nearest \$0.01 Subtotals may not tie to Sale Total Cost / Net Volume.2

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Consolidated Comments

Medford2
Regor Thin2
TS-11-082

General

CX Timber Sale.2

Yarding & Loading

Off road diesel fuel \$4.50/gallon.2

Road Costs

(see Engineering Appraisal for details).2

Transportation

Diesel fuel \$5.00/gallon.2

(see Transportation appendix for details).2

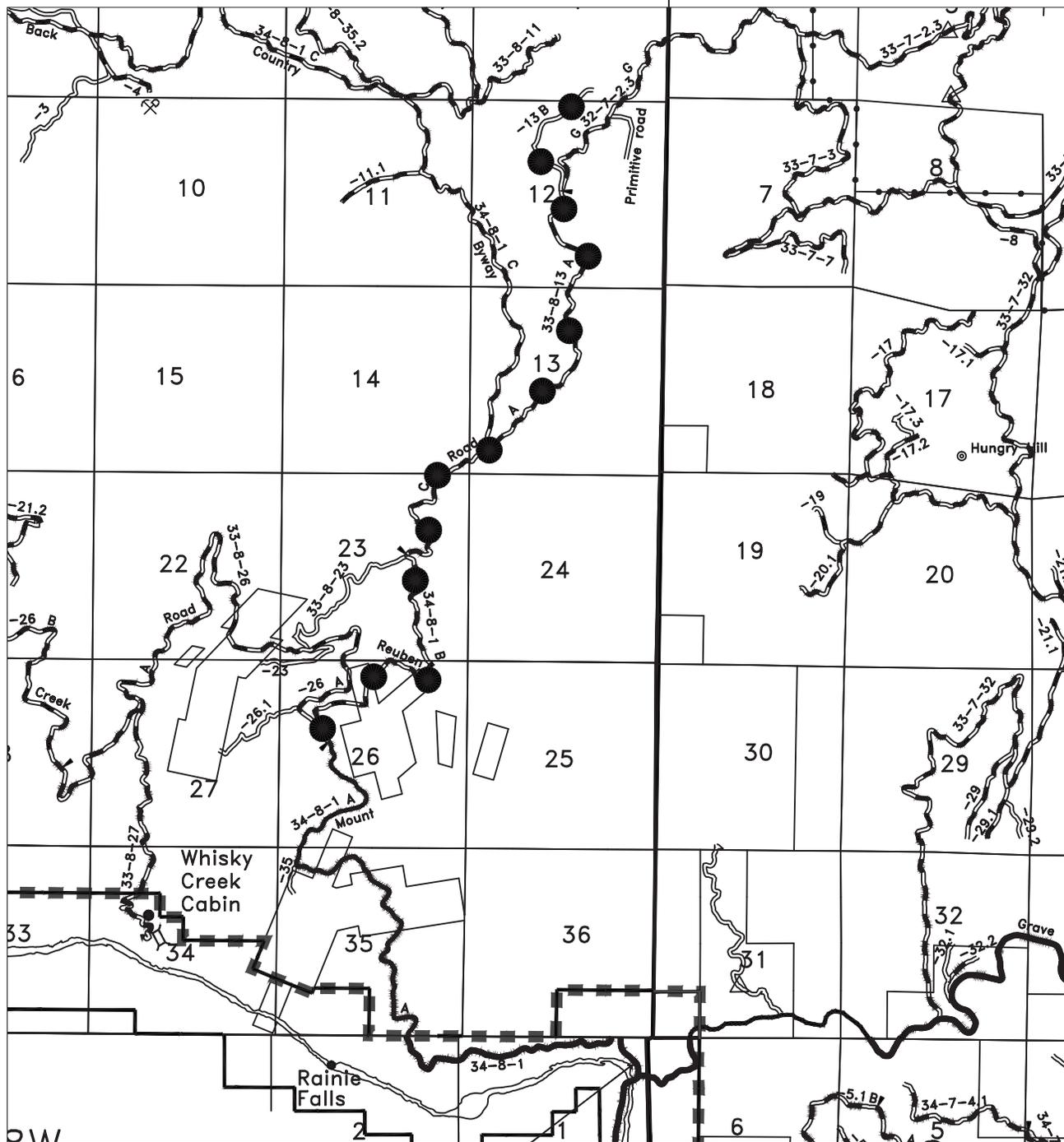
Other Allowances

Prospectus

A 10% back off factor has been applied due to a declining market. PJM2

R8W

R7W



REGOR THIN TIMBER SALE
 TIMBER SALE
 TRACK # 11-08
 EXHIBIT C-2
 SHEET 1 of 1

- Rocked Road
- Natural Surface Road
- BLM Ownership
- Road To Be Renovated



NOT TO SCALE
 ALWAYS
 THINK
 SAFETY

| REV. NO. | DESCRIPTION | DATE | APPROV. |
|---|----------------|-------|----------|
| | | | |
| UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON | | | |
| <i>ROAD LOCATION MAP</i> | | | |
| DESIGNED | | | |
| REVIEWED | | | |
| APPROVED | | | |
| DRAWN: | JAB | SCALE | AS SHOWN |
| DATE: | MARCH 2011 | SHEET | 1 OF 1 |
| DRAWING NO. | OR-11-9113.4-1 | | |

T33S

T34S

01W

EXHIBIT C 3
SHEET 1 *OF* 1

| ROAD NUMBER | FROM | TO | LENGTH | CLEARING AND GRUBBING | EXCAVATION | | CORRUGATED METAL PIPE | | | | | | | | RENOVATION | WATERDIPS | WATERBARS | AGGREGATE | | | | SOIL STABILIZATION | ROADSIDE BRUSHING AND CHIPPING | CULVERT REMOVAL | |
|-------------------------|------|------|--------|-----------------------|------------|--------|-----------------------|------|------|------|--------|-----------|------|---------|------------|-----------|-----------|--------------|---------|--------------------|------|--------------------|--------------------------------|-----------------|--|
| | | | | | ROCK | COMMON | SIZE | | | | ELBOWS | DOWNSPOUT | | PIT RUN | | | | CRUSHED BASE | PIT RUN | EXISTING STOCKPILE | | | | | |
| | | | | | | | 18" | 24" | 30" | 36" | | 18" | 24" | | | | | | | | | | | | |
| SPECIFICATION NO. _____ | | | | 200 | 300 | 300 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 500 | | | | 700 | 1000 | 1200 | | 1800 | 2100 | |
| UNIT → | MP | MP | MILE | ACRE | C.Y. | C.Y. | L.F. | L.F. | L.F. | L.F. | EA. | L.F. | L.F. | MILE | EA. | | | C.Y. | C.Y. | C.Y. | C.Y. | ACRE | MILE | | |
| 33-8-13.0 A | 0.00 | 1.85 | 1.85 | | | | | | | | | | | 1.85 | | | | | | | | | 1.85 | | |
| 33-8-13.0 B | 1.85 | 2.70 | 0.85 | | | | | | | | | | | 0.85 | | | | | | | | | 0.85 | 2 | |
| 34-8-1.0 A | 0.00 | 4.40 | 4.40 | | | | | | | | | | | | | | | | | | | | | | |
| 34-8-1.0 B | 4.40 | 7.20 | 2.80 | | | | | | | | | | | 2.80 | | | | | | | | | | | |
| Unnumbered Rd | 0.00 | 0.11 | 0.11 | | | | | | | | | | | 0.11 | | | | | | | | | 0.11 | | |
| TOTALS | | | 10.01 | | | | | | | | | | | 5.61 | | | | | | | | | 2.81 | | |

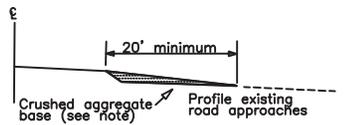
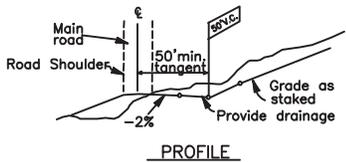
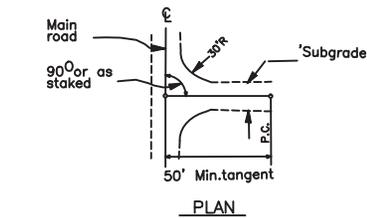
| ITEM 900 | | ITEM 1000 | | ITEM 1200 | |
|------------|-------|------------|-------|------------|-------|
| SIZE | GRADE | SIZE | GRADE | SIZE | GRADE |
| 4 inch | A | 3 inch | A,F | 1 1/2 inch | C,C-1 |
| 3 inch | B | 2 inch | B,C,G | 1 inch | D,F |
| 2 inch | C | 1 1/2 inch | D | 3/4 inch | E,E-1 |
| 1 1/2 inch | D | 1 inch | E | | |

**ALWAYS
THINK
SAFETY**

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

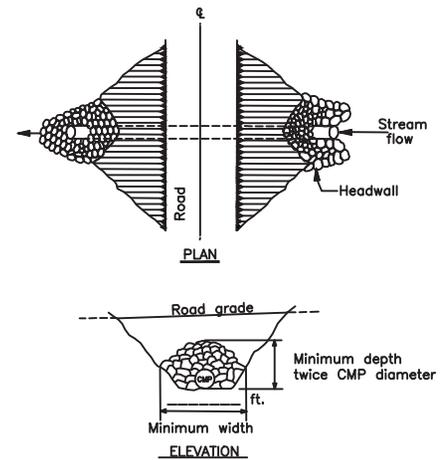
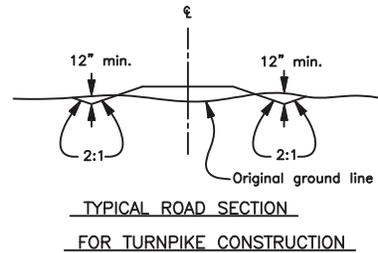
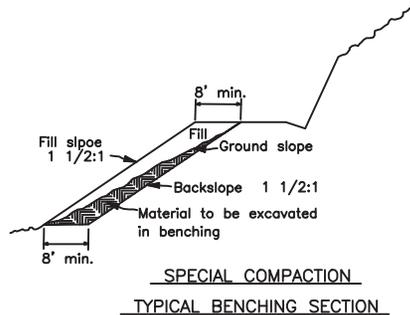
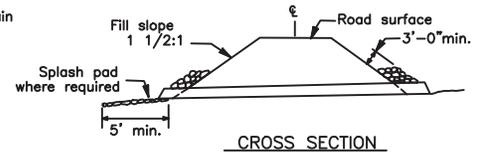
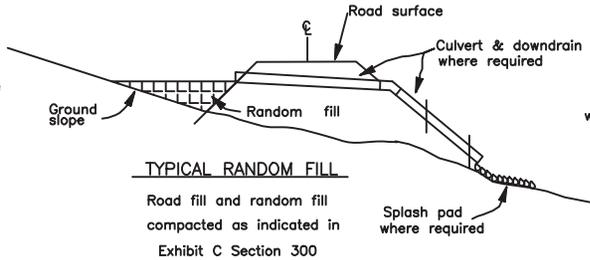
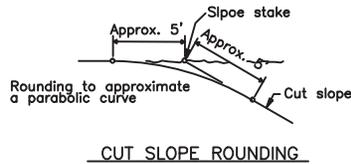
| REV. NO. | DESCRIPTION | DATE | APPROV. |
|------------------------------------|---|-------|---------|
| | UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON | | |
| ESTIMATE OF QUANTITIES* | | | |
| DESIGNED | Jeff Brown | | |
| REVIEWED | _____ | | |
| APPROVED | _____ | | |
| DRAWN | JAB | SCALE | NONE |
| DATE | MARCH 2011 | SHEET | 1 OF 1 |
| DRAWING NO. | OR-11-9113.4-2 | | |

TYPICAL ROAD APPROACHES



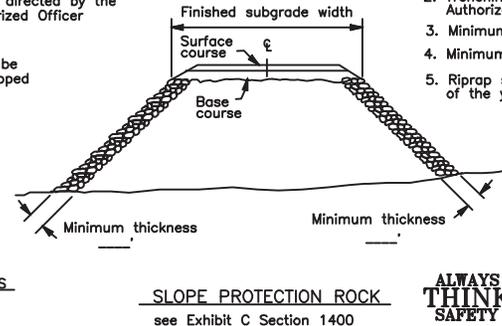
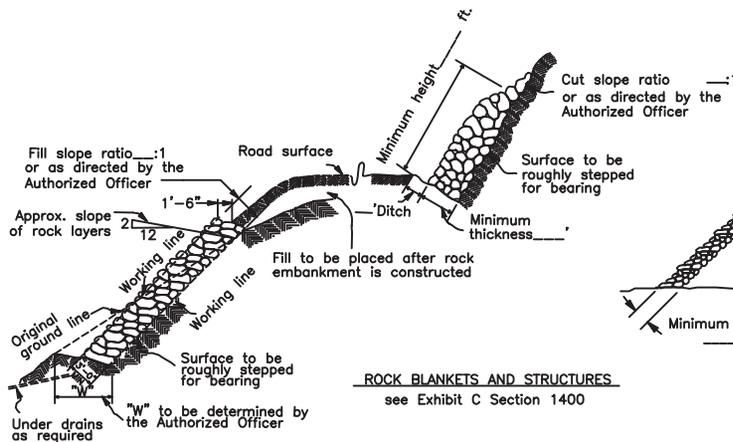
NOTES:

1. The profile of the existing approach roads shall be tapered to meet the shoulder line of the main roadway and shall receive the same wearing surface.
2. The crushed aggregate base shall be of the same gradation as used in the adjacent roadbed.
3. Approaches shall be finished with the same treatment as shown for the adjacent roadbed.



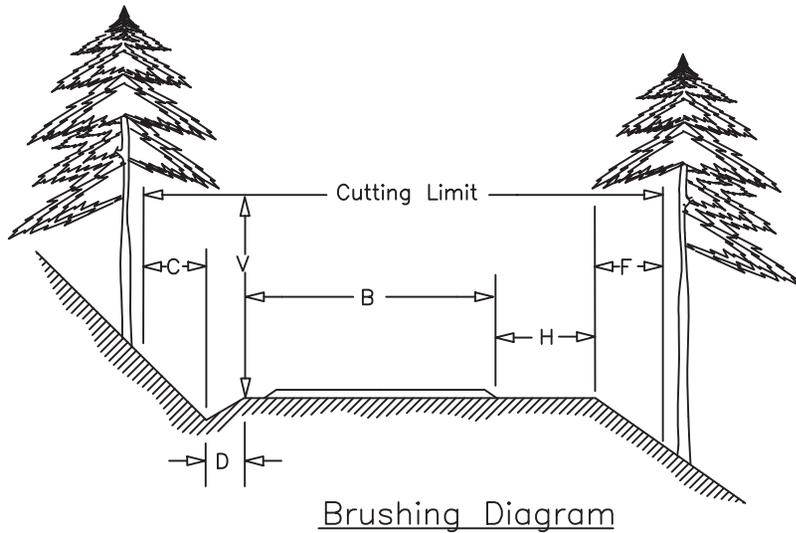
NOTES: RIPRAP AT CULVERTS

1. Riprap shall be placed in such a manner that it will not damage the culvert.
2. Trenching will be done as required by the Authorized Officer.
3. Minimum depth of splash pads shall be 1 ft.
4. Minimum quantity shall be 1 CY per CMP.
5. Riprap shall be placed before October first of the year the CMP is installed.



**ALWAYS
THINK
SAFETY**

| REV. NO. | DESCRIPTION | DATE | APPROVED |
|---|-------------|--------------|----------|
| UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT MEDFORD, OREGON | | | |
| TYPICAL ROAD DATA | | | |
| DESIGNED _____ | | | |
| REVIEWED _____ | | | |
| APPROVED _____ | | | |
| DRAWN JAB | | SCALE NONE | |
| DATE MARCH 2011 | | SHEET 1 OF 1 | |
| DRAWING NO. OR-11-9113.4-4 | | | |



Cutting Limit = C + D + B + H + F

B = Basic Traveled Way (includes turnouts)
Width shall be determined by the PI

C = 4 ft - Distance to be brushed on cut slope
beyond centerline of ditch

D = Centerline of ditch to inside shoulder

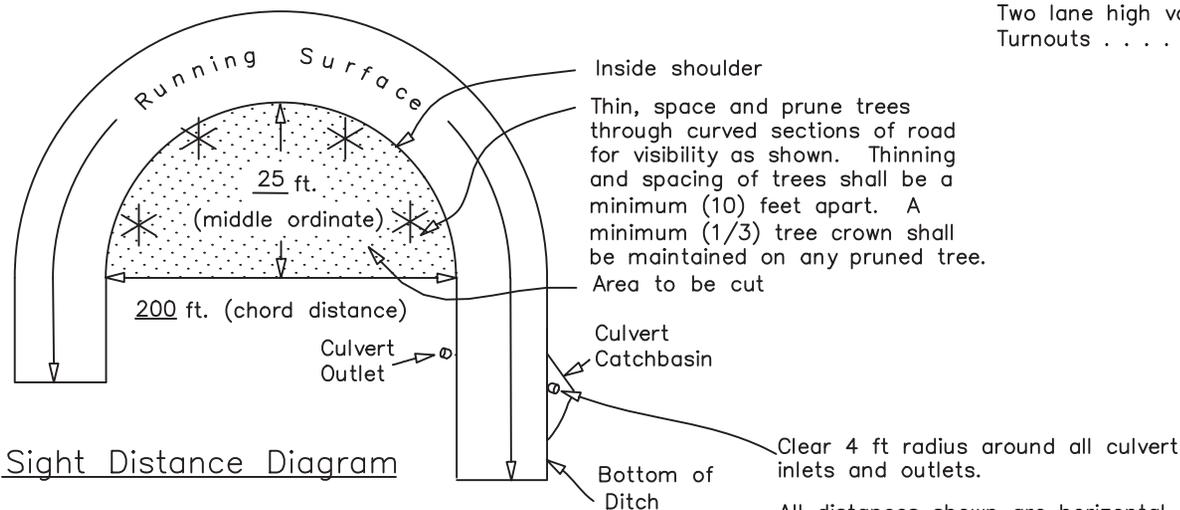
H = Variable distance between edge of traveled way and
outside shoulder (does not include turnout widths)

F = Distance to be brushed on fill slope beyond outside shoulder
(F = 4 when H is 4 ft or less)
(F = 0 when H is greater than 4 ft)

V = 14 ft - Height of vertical cutting limit

Typical Basic Traveled Way widths

- One lane low traffic volume 12 to 16 ft
- One lane medium traffic volume 16 to 20 ft
- Two lane high volume traffic 20 to 40 ft
- Turnouts 10 ft



All distances shown are horizontal except for V

| REV. NO. | DESCRIPTION | DATE | APPROV. |
|---|-----------------|------|---------|
| UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON | | | |
| ROADSIDE BRUSHING DETAIL | | | |
| Designed | _____ | | |
| REVIEWED | _____ | | |
| APPROVED | _____ | | |
| DRAWN: JAB | SCALE: AS SHOWN | | |
| DATE DEC 2009 | SHEET 1 OF 1 | | |
| DRAWING NO. | | | |

Regor Thin Timber Sale Road Maintenance Worklist

33-8-13.0 Segment A (Pine Cone Spring Road)

MP Tasks

- 0.00 Begin road renovation. Begin roadside brushing and chipping. Brush all culvert inlets and outlets. Clean all culvert catch basins and place debris downslope of ditch dam location. Begin blading road. Clean ditchline for entire road.
- 1.85 End of road. End road renovation.

33-8-13.0 Segment B (Pine Cone Spring Road)

MP Tasks

- 1.85 Begin road renovation. Begin roadside brushing and chipping. Brush all culvert inlets and outlets. Clean all culvert catch basins and place debris downslope of ditch dam location. Begin blading road. Clean ditchline for entire road. Re-shape all water dips.
- 1.87 Pipe gate.
- 1.99 Remove existing 18" culvert and repair road surface to existing grade and shape.
- 2.20 Jct w/ Unnumbered Road (Fire Lookout Road) Left.
- 2.33 Remove existing 18" culvert and repair road surface to existing grade and shape.
- 2.70 End of Road. End Road Renovation.

34-8-1.0 Segment B (Mt. Reuben Road)

MP Tasks

- 4.40 Begin rocked road. Begin road renovation. Clean all culvert catch basins and place debris downslope of ditch dam location. Begin blading road. Clean ditchline for entire road.
- 7.20 End road renovation.

Unnumbered Road (Fire Lookout Road)

MP Tasks

- 0.00 Begin road blading. Begin brushing and chipping. Re-shape all water dips.
- 0.11 End road renovation.

Temp Route 12-6a*

MP Tasks

- 0.00 Construct temp route. Barricade, water bar, rip, seed, and mulch after use.
- 0.02 End construction

Temp Route 12-6b*

MP Tasks

- 0.00 Construct temp route. Barricade, water bar, rip, seed, and mulch after use.
- 0.03 End construction

Temp Route 12-6c*

MP Tasks

- 0.00 Construct temp route. Barricade, water bar, rip, seed, and mulch after use.
- 0.02 End construction

Temp Route 12-6d*

MP Tasks

- 0.00 Construct temp route. Barricade, water bar, rip, seed, and mulch after use.
- 0.08 End construction

Temp Route 1-1a*

MP Tasks

- 0.00 Construct temp route. Barricade, water bar, rip, seed, and mulch after use.
- 0.08 End construction

Temp Route 1-1b*

MP Tasks

- 0.00 Construct temp route. Barricade, water bar, rip, seed, and mulch after use.
- 0.07 End construction

Temp Route 1-1c*

MP Tasks

- 0.00 Construct temp route. Barricade, water bar, rip, seed, and mulch after use.
- 0.13 End construction

Temp Route 1-1d*

MP Tasks

- 0.00 Construct temp route. Barricade, water bar, rip, seed, and mulch after use.
- 0.05 End construction

* Appraised for under logging costs.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ROAD SPECIFICATIONS

INDEX

| | |
|------|------------------------------|
| 100 | GENERAL |
| 500 | RENOVATION OF EXISTING ROADS |
| 600 | WATERING |
| 1800 | SOIL STABILIZATION |
| 2100 | ROADSIDE BRUSHING |

GENERAL - 100

*101 - Prewrite Conference(s):

A prework conference will be held prior to the start of new construction, road maintenance, seeding, and mulching 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 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). A Prewrite conference shall be scheduled at the work site before operations begin.

*102 - Definitions:

AASHTO - American Association of State Highway and Transportation Officials.
Current editions of tests and specifications.

ACI - American Concrete Institute

ASTM - American Society for Testing and Materials.

Base Course - Surfacing structure consisting of crushed gravel or stone, crushed sandstone, pit run 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.

Culvert - 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.

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

Embankment - A structure of soil, aggregate, or rock material placed on a prepared ground surface and constructed to subgrade.
End Haul - 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).

Grading - 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.

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

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

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

Purchaser - 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.

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

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

Road Centerline - Longitudinal center of roadbed.

Road Improvement - 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.

Roadway - 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.

Scale - 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.

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

Shoulder - 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.

Spalls - Flakes or chips of stone.

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

Specific Gravity - 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.

Structures 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.

Subbase - Reinforcement of the subgrade with large particles of pit run or crushed stone. Usually confined to roads having wet subgrades or subgrades with weak support characteristics.

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

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

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

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

Typical Cross Sections - 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.

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

*103 - Compaction equipment shall meet the following requirements:

*103f - Vibratory roller. 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.

*103h - Other. Compaction equipment approved by the Authorized Officer.

RENOVATION OF EXISTING ROADS - 500

*501 - This work shall consist of reconditioning and preparing the roadbed and shoulders, 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, as shown on the plans and as marked on the ground with stakes.

502 - The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans and as marked on the ground with at the following locations:

| <u>Road No.</u> | <u>From M.P.</u> | <u>to M.P.</u> |
|----------------------------|------------------|----------------|
| <u>33-8-13.0 A & B</u> | <u>0.00</u> | <u>2.70</u> |
| <u>34-8-1.0 B</u> | <u>4.40</u> | <u>7.20</u> |
| <u>Unnumbered Rd</u> | <u>0.00</u> | <u>0.11</u> |

502b - Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.

504 - Existing road surface shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsections 103f and 103h and in accordance with the following table:

| <u>Road No.</u> | <u>From M/P.</u> | <u>to M.P.</u> |
|----------------------------|------------------|----------------|
| <u>33-8-13.0 A & B</u> | <u>0.00</u> | <u>2.70</u> |
| <u>34-8-1.0 B</u> | <u>4.40</u> | <u>7.20</u> |
| <u>Unnumbered Rd</u> | <u>0.00</u> | <u>0.11</u> |

506 - The inlet end of existing drainage structures at the following locations:

| <u>Road No.</u> | <u>From M.P.</u> | <u>to M.P.</u> |
|----------------------------|------------------|----------------|
| <u>33-8-13.0 A & B</u> | <u>0.00</u> | <u>2.70</u> |
| <u>34-8-1.0 B</u> | <u>4.40</u> | <u>7.20</u> |

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.

508 - Vegetation encroaching on the roadbed and the drainage ditches of existing roads at the following locations:

| <u>Road No.</u> | <u>From M.P.</u> | <u>to M.P.</u> |
|----------------------------|------------------|----------------|
| <u>33-8-13.0 A & B</u> | <u>0.00</u> | <u>2.70</u> |
| <u>Unnumbered Road</u> | <u>0.00</u> | <u>0.11</u> |

shall be removed by cutting and disposed in accordance with Subsection 2100 of these 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, and for laying dust during work periods.
- *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 roadbed.
- 605 - The Purchaser shall secure the necessary water permits and pay all required water fees for use of water source(s) elected by the Purchaser and approved by the Authorized Officer.

SOIL STABILIZATION - 1800

- *1801 - This work shall consist of seeding 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 required for road acceptance under Section 18 of this contract.
- 1802a- Soil stabilization work consisting of seeding and mulching shall be performed on new road construction, landings, disturbed areas, borrow sites, and disposal sites 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: September 15th to: October 31st (of the same year)

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

1803a- The Purchaser shall begin soil stabilization work within 10 days of the starting work date when notified by the Authorized Officer.

1806a- Additional soil stabilization work consisting of seeding and 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.

1809 - Mulch materials conforming to the requirements of Subsection 1809b shall be furnished by the Purchaser.

1809b- Natural wood cellulose or grass fiber shall have the property of dispersing readily in water and shall have no toxic effect when combined with seed or other materials. The homogeneous slurry or mixture shall be capable of application with power spray equipment. A green-colored dye which is noninjurious to plant growth shall be used. Processed wood cellulose or grass fiber shall be packaged in new, labeled containers in an air dry condition. Processed wood cellulose or grass fiber furnished by the Purchaser shall be one of the following brand names or approved equal.

Silva Fiber - Weyerhaeuser Timber Co.
Conweb Fiber - Wood Conversion Co.
Spra-Mulch - Spra-Mulch Industries, Inc.
Grass-Mulch - Grass Mulch, Inc.

If the Purchaser proposes using a wood or grass fiber other than those listed above, he shall furnish a sample and descriptive literature to the Authorized Officer for approval prior to application. Processed wood cellulose or grass fiber furnished by the Purchaser which has become wet or otherwise damaged in transit or storage will not be accepted.

1812 - The Purchaser shall furnish and apply to approximately 2 acres designated for treatment as shown on the plans (and as specified under Subsections 1802a and 1806a, a mixture of grass seed and) mulch material at the following rate of application:

Dry Application

Native Seed 10lbs/acre (if available) See Special Provision, EXHIBIT C - 9,

Page 1 of 2

Mulch/Straw 3000lbs/acre

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

1815- The Purchaser may reduce the application rate on partially covered sloped and no application on areas already well stocked with grass or on rock surfaces.

1816 - The seed and mulch materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1816b.

- 1816b- 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.
- 1820 - The Purchaser shall notify the Authorized Officer at least (3) days in advance of date he intends to commence the specified soil stabilization work.
- *1826 - 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 cutting and chipping 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, self-propelled equipment or manually with hand tools, including chain saws.
- 2103 - Vegetation cut manually or mechanically less than 6 inches in diameter when measured at DBHOB 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 sloped and all limbs 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 1 inch above the ground and running surface. All limbs will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.
- 2104 - Trees in excess of 6 inches in diameter at DBHOB shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 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 14 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.

- 2107 - Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a middle ordinate distance of 25 feet, 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.
- 2109 - Debris resulting from this operation shall be chipped downslope from the roadway. Debris not be allowed to accumulate in concentrations.
- 2110 - Vegetation 6 inches and smaller in diameter shall be chipped. Chips shall be scattered downslope from the roadway. Vegetation over 6 inches in diameter shall be disposed of by direction of the Authorized Officer.
- 2113 - Roadside brushing shall be accomplished as shown on the plans and as listed below:

| <u>Road No.</u> | <u>Miles</u> | <u>From M.P.</u> | <u>to M.P.</u> |
|------------------------|--------------|------------------|----------------|
| <u>33-8-13.0</u> | <u>2.70</u> | <u>0.00</u> | <u>2.70</u> |
| <u>Unnumbered Road</u> | <u>0.11</u> | <u>0.00</u> | <u>0.11</u> |

- 2116 - Mechanical brush cutters shall not be operated when there are people and occupied vehicles within (400) feet of the immediate operating area.
- 2117 - 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.

SPECIAL PROVISIONS

1. Before beginning road renovation, construction, reconstruction, or surfacing operations for the first time or after a shutdown of seven or more days, the Purchaser shall notify the Authorized Officer of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer if they intend to cease operations for any period of 30 or more days.
2. The contractor shall protect and is responsible for any damage to existing telephone lines, transmission lines, fiber optic lines, fences, ditches, and other existing improvements as required in Section 14. Damage to utilities and existing improvements shall be promptly paid for or repaired to a condition which, in the opinion of the Authorized Officer, is at least as good as the condition just prior to such damage.
3. All disturbed soil shall be seeded and mulched. Purchaser shall apply native grass seed and Certified Weed Free straw mulch on all exposed soil for soil stabilization operations. BLM will furnish the native grass seed if available. Certified Weed Free straw mulch will be the responsibility of the contractor.
4. All temp routes shall be winterized if access is needed over two dry seasons by October 15th. Winterization includes: water barring, seeding, mulching, and barricading. Seeding and mulching shall take place before October 31.
5. Ensure that all large wood is retained in the stream channel during culvert cleaning activities by moving logs which had accumulated on the stream side of a culvert to the downstream side of the culvert.
6. Brushing:
 - a. All brush cutting will require Chipping.
 - b. All brush cutting will require **hand pruning** of limbs back to 1” of the bole or trunk of tree. Use of Excavators for brush removal will be at the discretion of the Authorized Officer (AO). **All culvert inlets and outlets shall be brushed for a radius of 4 feet.**

7. Water bars for winterization and road decommissioning shall be spaced at the following intervals:

| Water bar spacing (ft) | | | |
|-------------------------------|-------------|-----------------|------------|
| Erosion Potential | | | |
| Gradient(%) | High | Moderate | Low |
| 2-5 | 200 | 300 | 400 |
| 6-10 | 150 | 200 | 300 |
| 11-15 | 100 | 150 | 200 |
| 16-20 | 75 | 100 | 150 |
| 21-35 | 50 | 75 | 100 |
| 36+ | 50 | 50 | 50 |

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE SPECIFICATIONS

INDEX

COVER SHEET

SPECIFICATIONS

3000 - GENERAL MAINTENANCE

3100 - OPERATIONAL MAINTENANCE

3200 - SEASONAL MAINTENANCE

3300 - FINAL MAINTENANCE

3400 - OTHER MAINTENANCE

EXHIBIT D MAP

GENERAL MAINTENANCE - 3000

- 3001 - The Purchaser shall be required to maintain all roads listed and/or referenced in Section 41 Exhibit C-3 Special Provisions of this contract in accordance with Sections 3000, 3100, 3200, 3300 and 3400 of this exhibit.
- 3001a - The Purchaser shall be required to provide maintenance on roads in accordance with Subsection 3403.
- 3002 - The Purchaser shall maintain the cross section of existing dirt or gravelled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the standards required in Exhibit C of this contract.
- 3003 - The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 - The Purchaser shall be responsible for providing timely maintenance and cleanup on any road prior to moving operations to other roads. The maximum length of nonmaintained or noncleanup of the road prism, shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 - The Purchaser shall blade and shape the road surface and shoulders with a motor patrol grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3103 - The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 3104 - The Purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor patrol grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3104a - Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site where material cannot erode into streams,

lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion.

- 3104b - The Purchaser shall be responsible for removal of all slides, up to fifteen (15) station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser.

Prior to removal of any slough or slide material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based on current BLM Timber Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.

- 3105 - The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.

- 3106 - The Purchaser shall be responsible for repair and replacement of all material eroded from road shoulders and fill slopes, up to fifteen (15) station yards in quantity, at any one site. The work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based upon current BLM Timber Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary, and no less than once per year when actual work is ongoing.

- 3107 - The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the travelled way, when directed by the Authorized Officer.

The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of

such vegetative material shall be by scattering below the road in accordance with Section 2100 of Exhibit C.

- 3108 - The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides, or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.
- 3108a - The Purchaser shall perform logging operations on gravel and/or bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. Repair of the road shall be as specified in Subsection 3401.

SEASONAL MAINTENANCE - 3200

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

FINAL MAINTENANCE - 3300

- 3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within 30 calendar days following the expiration

of Purchaser's right to cut and remove timber (Sec. 4) and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this Section.

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

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

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

OTHER MAINTENANCE - 3400

- 3401 - The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108 and 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

- 3402 - The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

Upon receiving written authorization for ice or snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the Authorization.

- 3403 - The Purchaser shall be required to furnish and apply nonsaline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be

made at the rate of one-half gallon per square yard of road surface travelled. Subsequent applications shall be made for each 40 MBF of timber or 120 cubic yards of rock hauled. Subsequent waterings may be done at a rate less than one-half gallon per square yard when a specified lesser rate is approved by the Authorized Officer.

The following roads shall be watered:

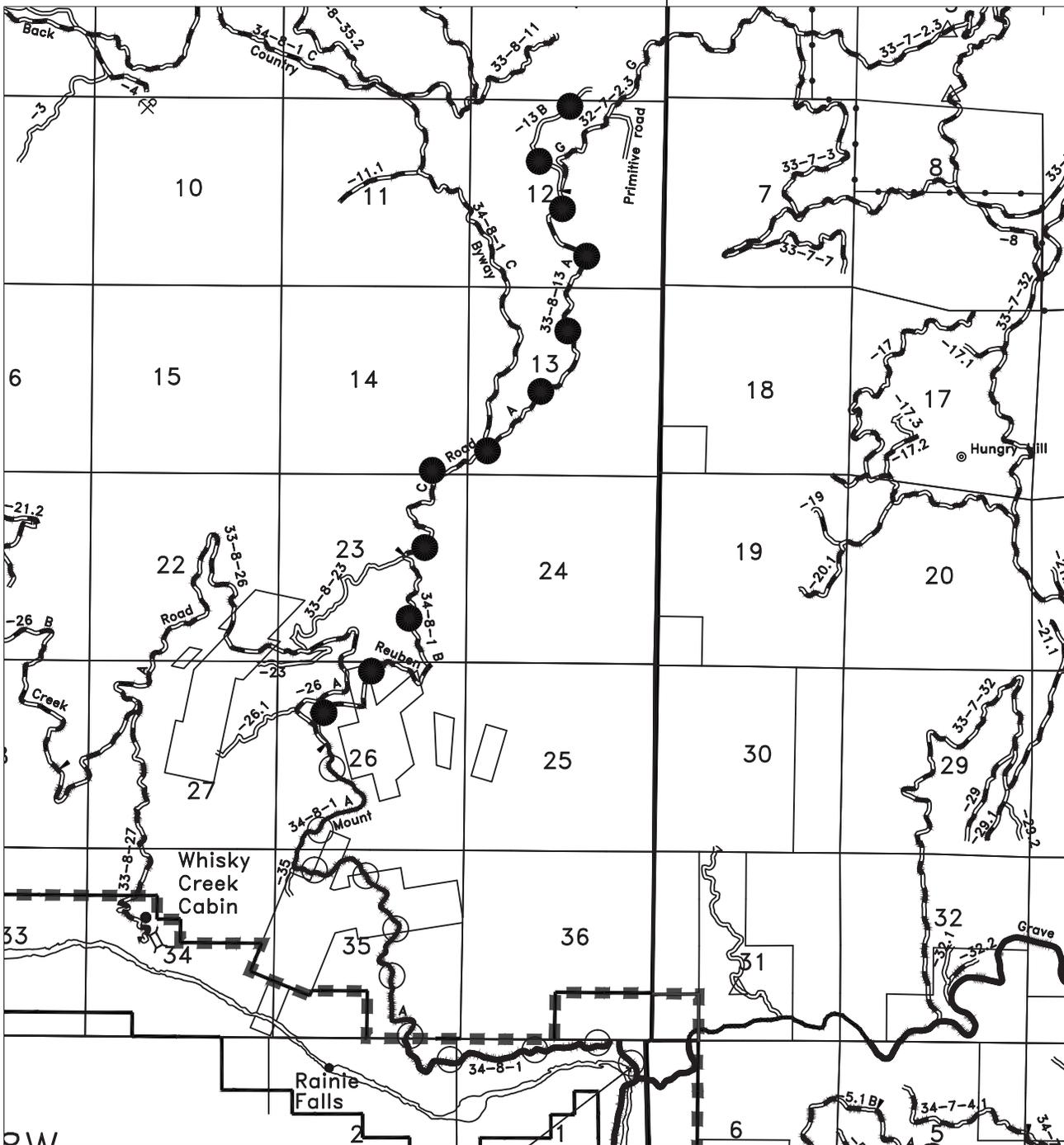
| <u>Road No.</u> | <u>From M.P.</u> | <u>to M.P.</u> |
|--------------------|------------------|----------------|
| <u>33-8-13.0 A</u> | <u>0.00</u> | <u>1.85</u> |
| <u>34-8-1.0 B</u> | <u>4.40</u> | <u>7.20</u> |

During drought periods when the transportation of water from the source to the road noted above exceeds 10 miles, a reduction shall be made in the total purchase price to reflect the additional haul or the substitution of other acceptable dust palliatives in lieu of watering, based on equipment rental rates from current BLM Timber Appraisal Production Cost Schedules.

- 3408 - Dust palliatives shall be applied by distribution equipment designed, equipped, maintained and operated, in a manner that the material is uniformly applied on variable widths of surface at readily determined and controlled rates. All equipment shall be of a standard commercial type that will provide satisfactory performance.
- 3409 - The Purchaser shall notify the Authorized Officer a minimum of three 3 days in advance of application of required dust palliative.
- 3410 - The Purchaser shall prepare and submit to the Authorized Officer for his review and approval, an application schedule for all dust palliative work required under this Section. All such work shall be in accordance with the approved plan.

R8W

R7W



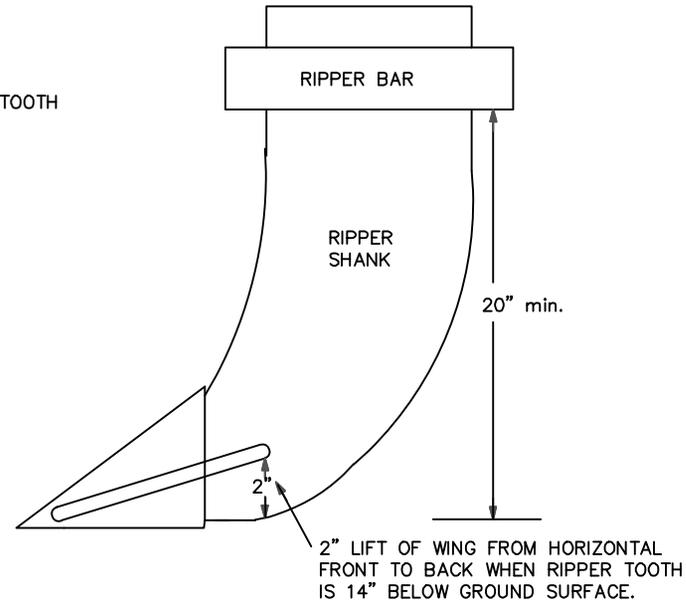
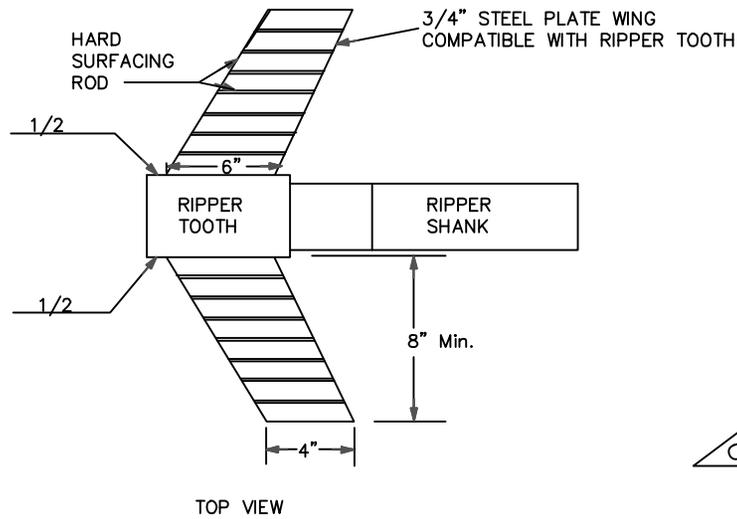
REGOR THIN TIMBER SALE
 TIMBER SALE
 TRACK # 11-08
 EXHIBIT D-2
 SHEET 1 of 1

- Rocked Road
- Natural Surface Road
- BLM Ownership
- Road To Be Maintained By The Purchaser
- Road To Be Maintained By The BLM

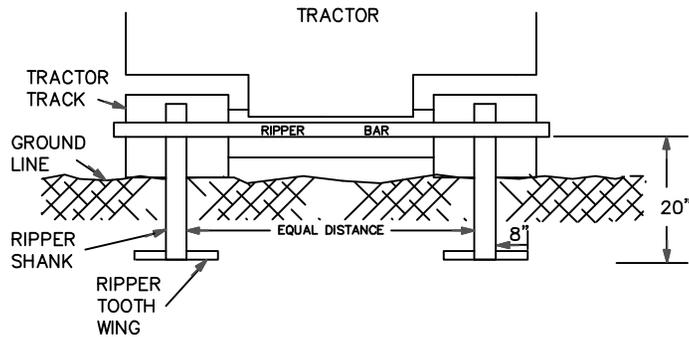


| REV. NO. | DESCRIPTION | DATE | APPROV. |
|---|----------------|-------|----------|
| | | | |
| UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON | | | |
| ROAD MAINTENANCE MAP | | | |
| DESIGNED | | | |
| REVIEWED | | | |
| APPROVED | | | |
| DRAWN: | JAB | SCALE | AS SHOWN |
| DATE: | MARCH 2011 | SHEET | 1 OF 1 |
| DRAWING NO. | OR-11-9113.4-1 | | |

EXHIBIT R
SHEET 1 OF 1



TYPICAL RIPPER POSITION



NOTES: TYPICAL RIPPER TOOTH CONSTRUCTION

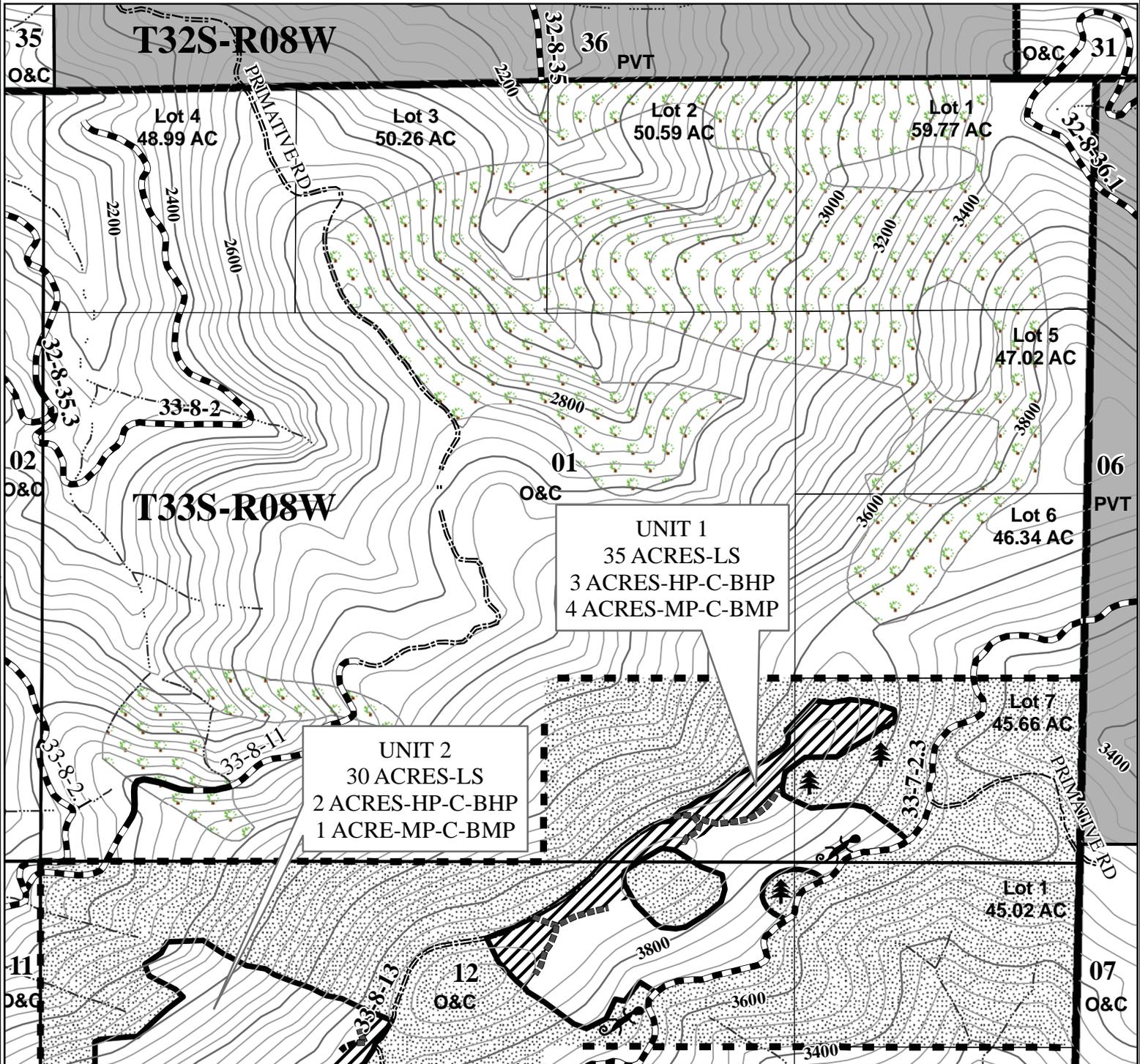
1. USE HARD SURFACING ROD FOR ALL EDGE AND SURFACE REINFORCEMENT.
2. WELD THAT ATTACHES WINGS TO RIPPER TEETH MUST BE COMPATIBLE WITH METAL IN TEETH AND WINGS.
3. RIPPER SHANKS AND RIPPER TEETH MAY BE NEW OR USED.
4. WINGS SHALL PROVIDE TWO (2) INCHES OF LIFT FROM THE HORIZONTAL WHEN TEETH ARE EXTENDED FOURTEEN (14) INCHES BELOW THE GROUND SURFACE.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ASHLAND RESOURCE AREA MEDFORD DISTRICT

WING RIPPER DETAIL

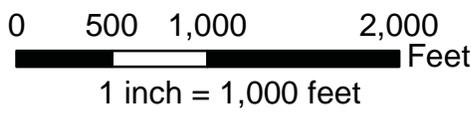
DESIGNED _____
REVIEWED _____
APPROVED _____
CHEF, BRANCH OF ENGINEERING OR DISTRICT ENGINEER

| | |
|--------------------|--------------|
| DRAWN: JWR | SCALE: NONE |
| DATE: October 2009 | SHEET 1 OF 1 |
| DRAWING NO. | |



UNIT 1
 35 ACRES-LS
 3 ACRES-HP-C-BHP
 4 ACRES-MP-C-BMP

UNIT 2
 30 ACRES-LS
 2 ACRES-HP-C-BHP
 1 ACRE-MP-C-BMP



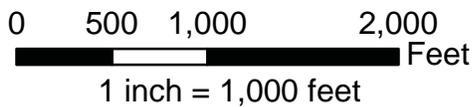
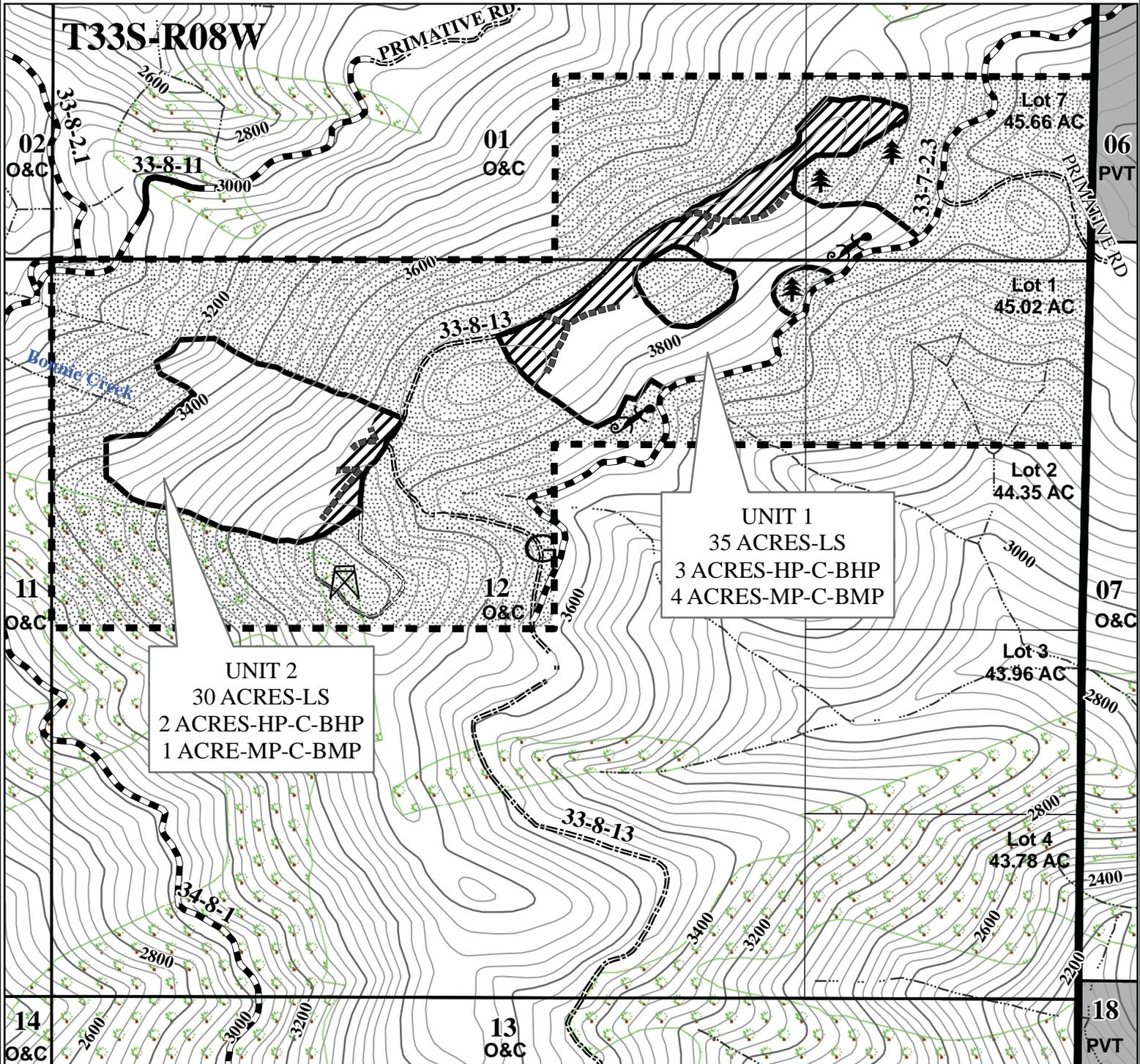
40 FOOT CONTOUR INTERVAL



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.



United States Department of the Interior
 Bureau of Land Management
 Medford District Office
 3040 Biddle Road
 Medford, OR 97504
 (541) 618-2200



40 FOOT CONTOUR INTERVAL

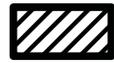
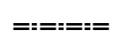


No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.



United States Department of the Interior
 Bureau of Land Management
 Medford District Office
 3040 Biddle Road
 Medford, OR 97504
 (541) 618-2200

LEGEND

| | | | |
|---|------------------------------|---|----------------------------|
|  | Contract Area Boundary |  | red tree vole buffer |
|  | Reserve Area |  | Fire Tower |
| Regor Thin Timber Sale Units | |  | Stream |
|  | Cable Yard |  | Intermediate 40-ft contour |
|  | Tractor Yard |  | Index 200-ft contour |
|  | Temporary Route Construction |  | TPCC Withdrawn Land |
| Roads | |  | Section |
| Surface Type | |  | Township_Range |
|  | Paved | Ownership | |
|  | Rocked |  | BLM |
|  | Natural Surface | O&C | BLM O&C Land |
| G | Gates |  | Non-Federal |
|  | Del Norte salamander habitat | PVT | Private |

SUMMARY

| | | |
|---|--|--------------|
| LS | LOP AND SCATTER (UNITS 1 & 2) | 65 ACRES |
| HP-C-BHP | HAND PILE-COVER-BURN HAND PILES (50 FEET ALONG PERMANENT ROADS IN UNITS 1 & 2) | 5 ACRES |
| MP-C-BMP | MECHANICAL PILE-COVER-BURN MECHANICAL PILES (ALL LANDING PILES IN UNITS 1 & 2) | 5 ACRES |
|  | TOTAL TIMBER SALE UNIT AREA | 70 ACRES |
|  | TOTAL TREATMENT AREA | 75 ACRES |
|  | RESERVE AREA | 260.68 ACRES |
|  | TOTAL CONTRACT AREA | 330.68 ACRES |

LEGEND

| UNIT | ACRES | HARVEST TYPE | LOGGING SYSTEM | FUELS TREATMENT ACRES | FUELS TREATMENT | LEVEL | HAND PILE TREATMENT WIDTH FROM ROAD |
|--------------|-----------|--------------|----------------|-----------------------|----------------------|-------|---|
| 1 | 39 | CT | C/T | 42 | LS-HP-C-BHP-MP-C-BMP | L1 | RD # 33-7-2.3 = 50 FEET RD # 33-8-13 = 50 FEET |
| 2 | 31 | CT | C/T | 33 | LS-HP-C-BHP-MP-C-BMP | L1 | RD # 33-8-13 = 50 FEET |
| TOTAL | 70 | | | 75 | | | |

* ALL ACRES COMPUTED BY GPS TRAVERSE

* BOUNDARIES OF HARVEST UNITS ARE POSTED AND PAINTED IN ORANGE

SITE PREPARATION COSTS/ACRE

| TREATMENT TYPE | DESCRIPTION | TREATMENT COST |
|----------------|---|----------------|
| LS | Within Unit boundaries | \$26/Acre |
| HP-C-BHP | From edge of road into Unit boundaries | \$427/Acre |
| MP-C-BMP | All landings (Estimated 1/4 acre per landing) | \$40/Acre |

CT = COMMERCIAL THIN

LS = LOP AND SCATTER

L1 = LEVEL ONE

C/T = CABLE/TRACTOR

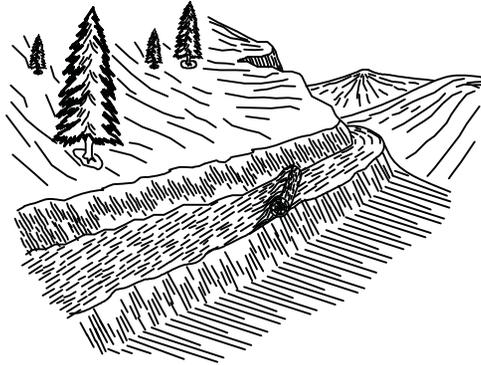
HP = HAND PILE

C = COVER PILE

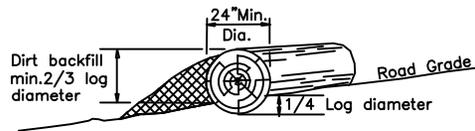
BHP = BURN HAND PILE

MP = MECHANICAL PILE

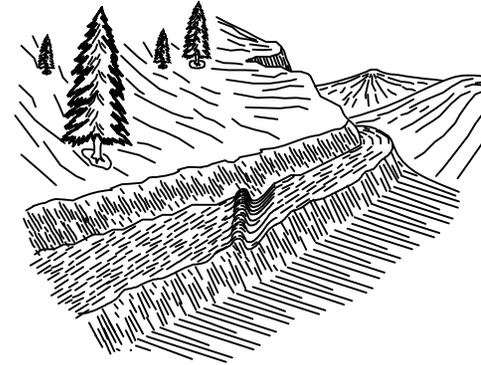
BMP = BURN MECHANICAL PILE



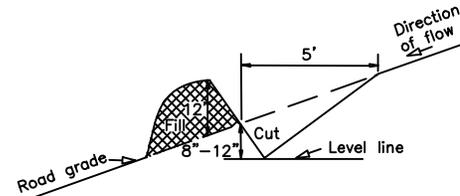
LOG BARRICADE



1. LOG BARRICADE SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL BARRICADES SHALL BE SKEWED 30 DEGREES
4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.
5. THE MINIMUM SMALL END DIAMETER OF THE LOG BARRICADE SHALL BE 24".

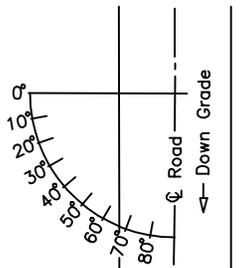


WATER BAR



1. WATER BARS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL WATER BARS SHALL BE SKEWED 30 DEGREES
4. UPON COMPLETION OF SKIDDING LOGS, FOR THE LOGGING SEASON, EACH SKID ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.
5. PRIOR TO BLOCKING, EACH ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.

SKEW DIAGRAM



WATER BAR SPACING *

| ROAD GRADE | LOAM OR CLAY LOAM | DECOMPOSED GRANITE |
|------------|-------------------|--------------------|
| % | FEET | FEET |
| 4-6 | 400 | 300 |
| 7-9 | 300** | 200** |
| 10-14 | 200 | 150 |
| 15-20 | 150 | 90 |
| 21-40 | 90 | 50 |
| 41-60 | 50 | 25 |

* DISTANCES ARE MAXIMUM.
** ON GRADES IN EXCESS OF 10% CONSTRUCT WATER BARS.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT - MEDFORD, OREGON

**DRAINAGE & EROSION
CONTROL INSTALLATION**

DESIGNED BLM
REVIEWED _____
APPROVED _____
DRAWN DCM SCALE NONE
DATE October 2009 SHEET 1 OF 1
DRAWING NO. OR-11-9113.4-8

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPOSIT AND BID FOR **TIMBER***
 VEGETATIVE RESOURCE
(Other Than Timber)

LUMP SUM SALE

| |
|----------------------------------|
| Name of Bidder |
| Tract Number OR110-TS11-08 |
| Sale Name Regor Thin |
| Sale Notice (dated) 5/25/2011 |
| BLM District Medford |

| | |
|---|---|
| <input type="checkbox"/> Sealed Bid for Sealed Bid Sale | <input checked="" type="checkbox"/> Written Bid for Oral Auction Sale |
|---|---|

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is **\$11,600.00** ----- and is enclosed in the form of cash money order bank draft cashier's check certified check bid bond of corporate surety on approved list of the United States Treasury 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 QUANTITY | UNIT PRICE | TOTAL VALUE | UNIT PRICE | TOTAL VALUE |
| Douglas-fir | MBF | 959 | X | = | X | = |
| Sugar pine | MBF | 2 | X | = | X | = |
| | | | X | = | X | = |
| Total | | 961 | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| | | | X | = | X | = |
| TOTAL PURCHASE PRICE | | | | | | |

(Continued on reverse)

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

Bid submitted on *(date)*

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

| | |
|---|--|
| <input type="checkbox"/> Signature, if firm is individually owned | Name of firm <i>(type or print)</i> |
| <input type="checkbox"/> Signatures, if firm is a partnership or L.L.C. | Business address, include zip code <i>(type or print)</i> |
| <input type="checkbox"/> Corporation organized under the state laws of | |
| Signature of Authorized Corporate Signing Officer | <i>(To be completed following oral bidding)</i> I HEREBY confirm the above oral bid By <i>(signature)</i> |
| Title | Date |
| Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM. Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract. | Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) “Bid for Timber” (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description |

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

ROUTINE USE: 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.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** – Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.
 2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.
 3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** – Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.
 4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold “As Is” without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.
 5. **BIDS** – Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.
 - (a) **Sealed Bid Sales** – Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, 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 Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.
 8. **AWARD OF CONTRACT** – Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.
 9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** – To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager’s office.
 10. **PERFORMANCE BOND** –
 - (a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsmen are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Authorized 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 Resource 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.

*Applies to Timber Only

(Continued on reverse.)

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 dimension 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.

6.(b) **TIMBER SCALE SALES – (Continued)**

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume.

All other species will be sold at appraised price per unit (MBF).