

PROSPECTUS

***SBA SET-ASIDE SALE

GLENDALÉ RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # OR 110-TS 10-16
June 24, 2010 (SQF)

#1. FORTUNE BRANCH, (5810 HD) Douglas County, O&C BID DEPOSIT REQUIRED: \$2,100.00

All timber designated for cutting in E½SW¼, W½SE¼ Section 17, T.32 S., R.5 W., 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
1,679	94	208	Douglas-fir	114	\$108.40	\$12,357.60
454	72	155	White fir	85	\$72.20	\$6,137.00
252	9	25	Incense-cedar	11	\$192.60	\$2,118.60
55	3	8	Ponderosa pine	4	**\$23.00	\$92.00
2,440	178	396	Totals	214		\$20,705.20

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

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

***This is an SBA Set-Aside timber sale. Bidding is limited to small business concerns as defined by the Small Business Act, §3, 72 Stat. 384, 15 U.S. Code 632, and the regulations of the Small Business Administration, Title 13, Code of Federal Regulations, Part 121, as amended.

TIMBER AUCTION LOCATION – The timber auction will be held at the Grants Pass Interagency Office, located at 2164 NE Spalding Ave., Grants Pass, Oregon at 9 a.m. on Thursday, June 24th, 2010.

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

CRUISE INFORMATION – All species have been cruised using the 3-P sampling method to sample trees.

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 species in the Progeny Site and the Roadside Trees have been derived from individual tree measurements taken during a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs. Approximately 0 trees which are considered to be nonmerchantable 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 11.2 inches DBHOB; the average gross merchantable log contains 40 bd. ft.; the total gross volume is approximately 230 M bd. ft; and 93% recovery is expected. (Average DF is 10.3 inches DBHOB; average gross merchantable log DF contains 37 bd. ft.)

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

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

CUTTING AREA – Two (2) units containing 29 acres of commercial thinning and commercial density management, and roadside trees along BLM road 32-5-17.1.

CUTTING TIME - Contract duration will be 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 0.3 miles of existing BLM road 32-5-17.1. BLM will maintain 1.1 miles of road 32-5-20. The Purchaser will be required to pay a maintenance and rockwear fee total of \$201.37 for the use of these roads.

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract and Section 41 subparagraph B(4) of the Special Provisions, all ground based operations are restricted 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 a soil moisture content of less than twenty (20) percent at a depth of four (4) inches, 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 – Yarding tractor will not exceed 9 feet in width, must be capable of bull-lining 75 feet, and must be equipped with an integral arch. A tractor with a minimum 200 flywheel horsepower with mounted rippers having shanks and teeth for ripping requirements.

SLASH DISPOSAL - Slash disposal will consist of 29 acres lop and scatter, and 4 acres of machine piling, covering, and burning of landing piles.

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

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the

Purchaser which have not been amortized by timber removed from the contract area.

PERFORMANCE BOND - A performance bond in the amount of 20% of the total purchase price will be required.

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. The metal tree id tags in the Progeny site may need to be pulled prior to cutting trees.
3. Landing size shall not exceed one-quarter ($\frac{1}{4}$) acre. No new landings shall be constructed within one hundred ninety five (195) feet of streams, unless located within the road prism. No expansion of existing landings within seventy five (75) feet of streams.
4. Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate landings, skidtrails, and other areas of exposed soil 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.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Grants Pass take I-5 North to Barton road, exit #83. Turn left onto Barton road. Turn right onto county road 12 (Azalea-Glen road). Turn left onto Fortune Branch road (BLM road 32-5-20). Proceed 0.7 miles and merge left to stay on BLM road 32-5-20. Travel 0.1 miles to the Fortune Branch sale area.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (DOI-BLM-OR-M080-2009-0005-EA) was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford Interagency Office.

























































Seasonal Restriction Matrix

Fortune Branch T.S. OR110-TS10-16

 ***Restricted when Soil Moisture > 20% at a soil depth of 4 inches**

** Permitted year-round unless unacceptable damage occurs to residual trees or soil.

Culvert inlet cleaning in stream channels are restricted to Oregon Department of Forestry in stream work period.

Sale Area	Activity	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Unit 1 & Progeny Site	Falling and Bucking**																								
	Tractor Yarding																								
	Skidtrail Rehabilitation																								
	Loading and Hauling																								
	Road Maintenance, Renovation, Construction																								

FORTUNE BRANCH
SPECIAL PROVISIONS

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 four hundred forty (1,440) conifer 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 one hundred forty (1,140) Douglas-fir trees marked for cutting heretofore by the Government, with blue paint above and below stump height in the Progeny Site as shown on Exhibit A.
- (D) IR-3M All dead and down trees which are sixteen (16) inches or greater D.B.H.O.B. in harvest units as shown on Exhibit A.
- (E) IR-6 All hardwood trees in harvest units as shown on Exhibit A.
- (F) IR-6 All non-hazardous snags in harvest units as shown on Exhibit A.

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.

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.

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-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>TRACTOR UNITS</u> Unit 1, Progeny Site	<p>Whole tree yarding or yarding with tops attached to the last log is required in all tractor units.</p> <p>Yarding tractor width will not be greater than nine (9) feet track width and will be equipped with an integral arch. Skid roads will not exceed a width of ten (10) feet on average per unit.</p> <p>Existing Skid roads will be used when possible. New skid roads in Unit 1 will be placed at least one hundred (100) feet apart where topography will allow. New skid roads in the Progeny Site will be placed at least ninety (90) feet apart where topography will allow. New skid roads must be located on ground less than thirty-five percent (35%) 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.</p> <p>No new landing shall be constructed within one hundred ninety five (195) feet of streams, unless located within the road prism. No expansion of existing landings within seventy five (75) feet of streams.</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>

- (4) L-18 No heavy equipment operations shall be conducted in 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 a soil moisture content of less than twenty (20) percent at a depth of four (4) inches, 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.
- (5) 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 pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.
- (6) L-33 In accordance with the requirements of Sec. 8 of the contract, it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in all harvest units which is: obstructing needed yarding roads, hazardous to workers, severely damaged from the normal conduct of felling or yarding operations to meet all applicable State safety laws, codes, or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract; provided, however, that:
- (a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Sec. 40 of the contract are not included in this authorization.
 - (b) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by paint (color to be determined at pre-work meeting) so that the stump can be visually located from a distance of not less than one hundred (100) feet.
 - (c) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser

in accordance with Sec. 3(b) or 3(d) of the contract as required by Sec. 8 of the contract.

- (d) No timber may be cut or removed under the terms of this provision if all contract payments required by Sec. 3(b) or 3(d) of the contract have been made.
- (e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - 1. Failed to properly mark any stump with the "X" cut.
 - 2. Failed to identify the location of any stump.
 - 3. Cut any tree that was reserved for tree improvement and/or wildlife habitat.
 - 4. Cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
 - 5. Cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
 - 6. Failed to properly segregate any pulled over tree that was yarded to the landing.
 - 7. Cut any reserve tree that was not severely (as defined during the pre-work conference and documented in the approved logging plan) damaged from felling and yarding operations.
 - 8. Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
 - 9. Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
 - 10. Cut more than the minimum number of trees necessary to properly serve as tiebacks for topped tailhold trees.
 - 11. Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Authorized Officer shall deliver to the Purchaser a written notice that additional sale of timber under this special provision is no longer approved.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tieback tree, danger tree, corridor tree, pulled over tree, and

severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All ground based equipment skid roads upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

The Purchaser shall be liable for damages in accordance with Sec. 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

(C) Road Construction - Maintenance – Use

- (1) RC-1a The Purchaser shall improve and/or renovate all roads and other structures in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.
- (2) RC-1b Prior to removal of any timber, except right-of-way timber, the Purchaser shall complete all construction, improvement, or renovation of structures and roads as specified in Exhibit C.
- (3) RC-1d The Purchaser shall not commence work until receiving written notice to do so from the Authorized Officer or as specified in Exhibit D. Work shall be commenced no later than thirty (30) days after such notice, and shall be completed within six (6) months after such notice.
- (4) RC-2 The Purchaser is authorized to use the road listed below and shown on Exhibit C 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(6). The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
32-5-20 A	0.65	BLM	BST
32-5-20 B	0.45	BLM	ASC

- (5) 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 41C(9) and pay the required rock wear obligation described in Section 41C(8). The Purchaser shall pay current Bureau of Land Management rock wear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
32-5-17.1	0.30	BLM	PRR

- (6) RC-2c The Purchaser shall pay the Government a road maintenance obligation of One hundred seventy one dollars and 84/100 (\$171.84)-for the transportation of any timber included in the contract price over road or roads listed in Section 41 C(4). The above road maintenance amount is for use of 1.10 miles of road or less.
- (7) RC-2f The Authorized Officer may at any time by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area to be transported over road or roads listed in Section 41 C(5). 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 and no/100 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.
- (8) RC-2g The Purchaser shall also pay to the Government a road maintenance

obligation for rockwear in the amount of twenty nine and 53/100 dollars (\$29.53) 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). The amount of the rock wear 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 and no/100 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.

- (9) 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.
- (10) RC-8 The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government owned or controlled roads and/or structures when that vehicle 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 shall include:
- Axle weights when fully loaded.
 - Axle spacing.
 - Transverse wheel spacing.
 - Tire size.
 - Outside width of vehicle.
 - Operating speed.
 - Frequency of use.
 - 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 vehicles (1) without written approval, (2) in violation of the conditions of a written approval or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

(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 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 inside any riparian management or 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.

- (5) E-1 In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall as directed by the Authorized Officer rehabilitate tractor skid trails and landings outside of the road prism 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.
 - 2. Rip to a depth of eighteen (18) inches, and no further than thirty six (36) inches apart.
 - 3. Ripping will occur before **October 15** of the year of harvest.
 - 4. Any step landings shall be re-contoured following use.
 - (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 pre-historical 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 or to 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), 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;
 - (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 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 occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, marbled murrelet occupied site protection in accordance with the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

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

(F) 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-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 trucks. 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, Medford District office, and Douglas County Fire Protection Agency. 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.
- 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.

(G) Slash Disposal and Site Preparation

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:

- 1a. Lop and scatter all slash over the entire cutting area concurrently with the normal felling operation. All top and side branches must be cut free of the central stem so that such stem is reduced to the extent that it is within eighteen (18) inches of the ground at all points.
- 1b. Pile and burn all slash situated within 20 feet of each landing. Slash shall be piled by mechanized equipment. Finished piles shall be tight and free of earth.
- 1c. Slash shall be disposed of in accordance with the written instructions of the Authorized Officer.







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

U.S.D.I BLM MEDFORD DISTRICT SALE NO. OR110-TS10-16
T.32 S., R.5W., SEC.17 WILL. MER
FORTUNE BRANCH TIMBER SALE
DOUGLAS COUNTY

SALE LOCATION MAP

FORTUNE BRANCH TIMBER SALE CONTRACT MAP

Legend

-  Fortune Branch TS Units
-  Road
-  City
-  Township Range
-  Section
-  Fortune Branch Timber Sale Area

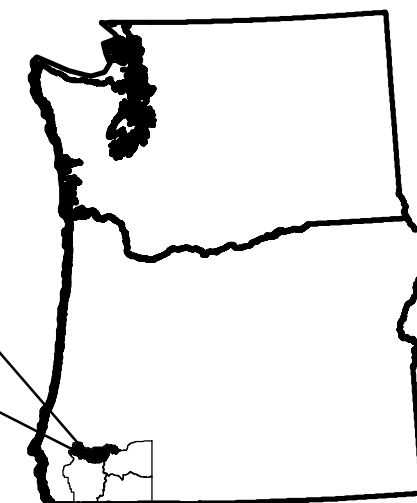
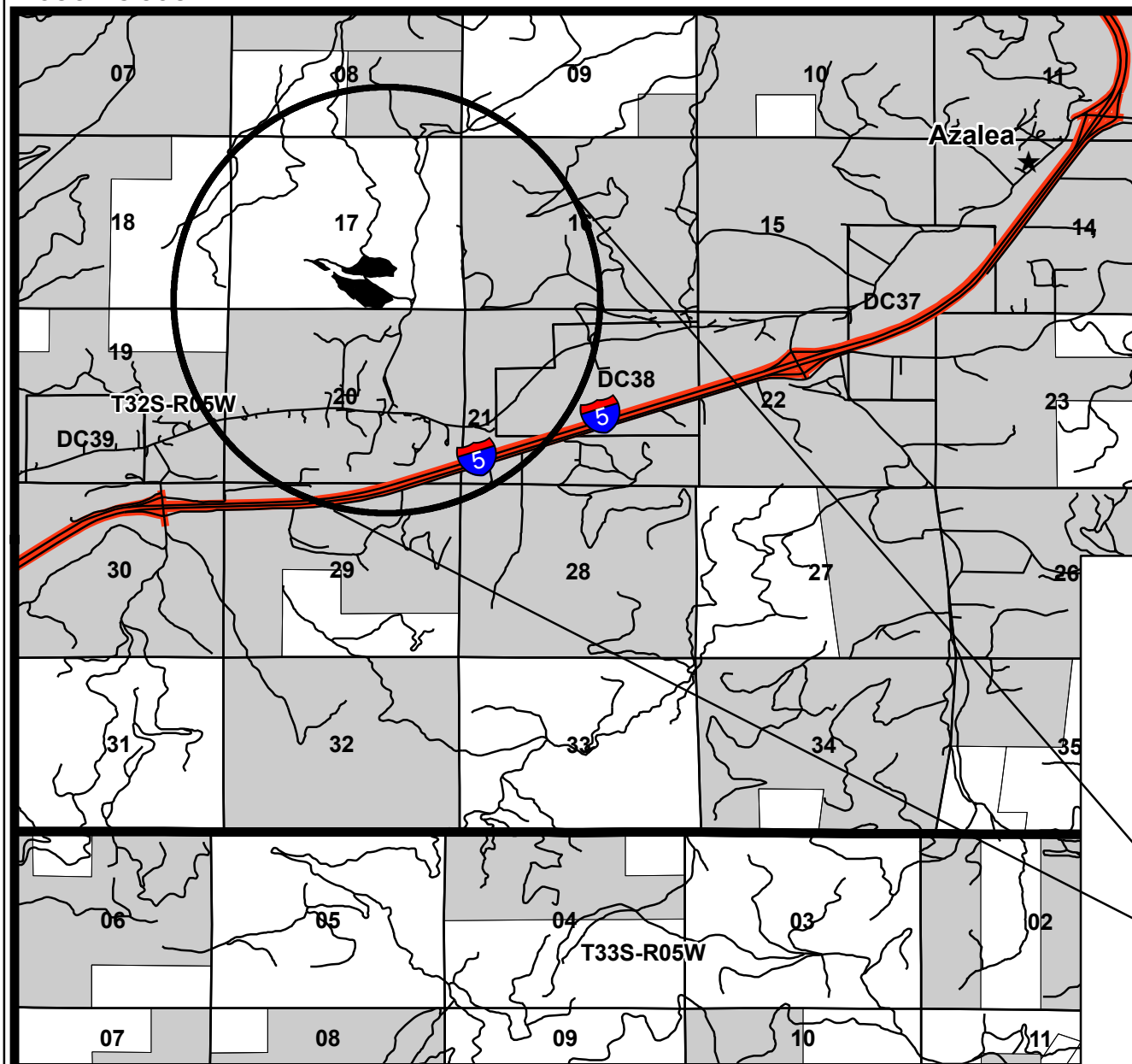
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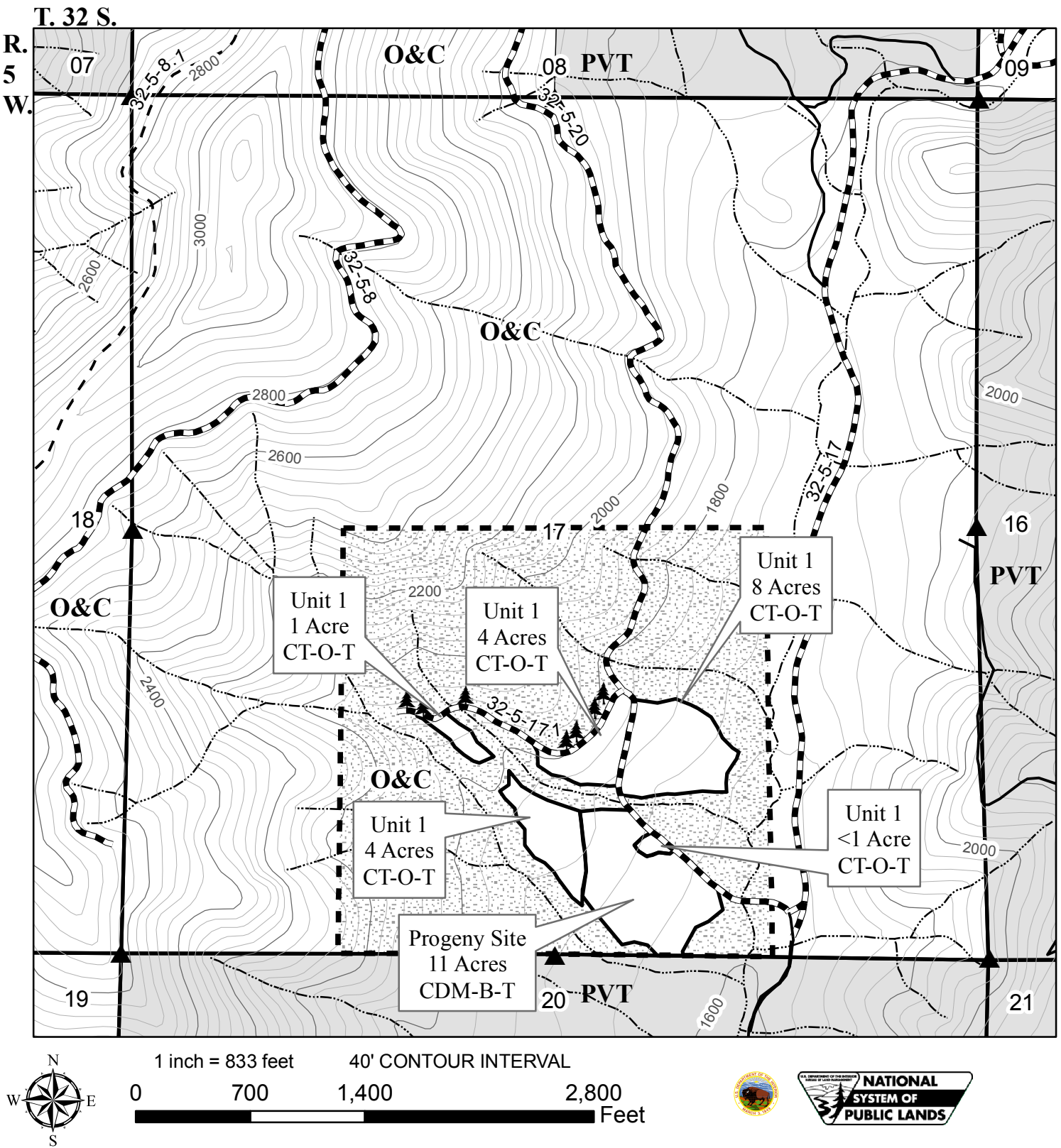


0 2,375 4,750 9,500 14,250
Feet



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.



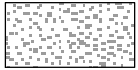







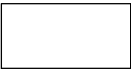
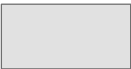
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United States Department of the Interior
Bureau of Land Management
Medford District Office
3040 Biddle Road
Medford, OR 97504
(541) 618-2200

Legend







-  Contract_Area
-  Fortune Branch T.S. Units
-  Reserve_Area
-  SECTIONS
-  Intermediate 40-ft contour
-  Index 200-ft contour

Ownership


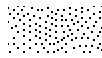

-  Federal
-  Non-Federal

- O&C** BLM O&C
- PVT** Private Ownership

Existing Road
SurfaceType

-  Natural Surface
-  Rocked
-  Paved
-  Streams
-  Brass Caps
-  Roadside Trees

SUMMARY

CT-O-T	COMMERCIAL THIN- ORANGE MARK LEAVE TREE- TRACTOR YARD (UNIT 1)	18 ACRES
CDM-B-T	COMMERCIAL DENSITY MANAGEMENT - BLUE MARK -TRACTOR YARD (PROGENEY SITE)	11 ACRES
RSM-B-T	ROADSIDE MAINTENECE- BLUE MARK- TRACTOR YARD	
	TOTAL TIMBER SALE UNIT AREA	29 ACRES
	RESERVE AREA	131 ACRES
	TOTAL CONTRACT AREA	160 ACRES

Legend

UNIT	GPS Acres	HARVEST TYPE	PAINT COLOR	LOGGING SYSTEM
1	18	CT	O	T
Progeny Site	11	CDM	B	T
RSM		CC	B	T
TOTAL	29			

* ALL ACRES COMPUTED BY GPS TRAVERSE

* BOUNDARIES OF HARVEST UNITS ARE POSTED AND
PAINTED IN ORANGE

CT = COMMERCIAL THIN

CDM = COMMERCIAL DENSITY MANAGEMENT

CC = CLEARCUT

RSM = ROADSIDE MAINTENANCE

T = TRACTOR

O = ORANGE PAINT (LEAVE TREE MARK)

B = BLUE PAINT (CUT TREE MARK)



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

District : Medford
Sale Name : Fortune Branch
Sale Date : 06/24/2010
Appraisal Method : 16' MBF

Contract # : TS 10-16
Job File # : M11193
Master Unit : Josephine
Planning Unit : Glendale

Contents

Timber Sale Summary	2
Stumpage Summary	3
Prospectus	4
Exhibit B	5
Volume Summary	6
Stump to Truck Costs	7
Other Allowances Costs	8
Consolidated Comments	9

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

Medford
Fortune Branch
TS 10-16

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	T32S	R5W	17	E1/2SW1/4, W1/2SE1/4

Cutting Volume (16' MBF)

Unit	DF	WF	IC	PP					Total	Regen	Partial	ROW
1	77	85	11	4					177		18	
Progeny	37								37		11	
Totals	114	85	11	4					214	0	29	0

Logging Costs per 16' MBF

Stump to Truck	\$	165.22
Transportation	\$	34.95
Road Construction	\$	9.75
Road Amortization	\$	0.00
Road Maintenance	\$	5.70

Other Allowances :

Fuels Treatment	\$3.79
Misc	\$3.75
Other Costs	\$16.06
Total Other Allowances :	\$ 23.59

Profit & Risk

Total Profit & Risk	9 %
Basic Profit & Risk	7 % + Additional Risk 2 %
Back Off	0 %

Tract Features

Avg Log	Douglas-fir : 37 bf	All : 40 bf
Recovery	Douglas-fir : 93 %	All : 93 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)	7	
Avg Yarding Slope	15 %	
Avg Yarding Distance (feet)	200	
Avg Age	65	
Volume Cable	0 %	
Volume Ground	100 %	
Volume Aerial	0 %	
Road Construction Stations	0.00	
Road Improvement Stations	0.00	
Road Renovation Stations	0.00	
Road Decommission Stations	0.00	

Cruise

Cruised By	Caulfield,Baumann,Brown,R
Date	03/01/2006
Type of Cruise	3P, 100%
County, State	Douglas, OR

Total Logging Costs per 16' MBF

\$ 239.21

Utilization Centers

Center #1 : Riddle	25 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	25

Length of Contract

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

Net Volume

Green (16' MBF)	214
Salvage (16' MBF)	0.00
Douglas-fir Peeler	0.00
Export Volume	0
Scaling Allowance (\$0.75 per 16' MBF)	\$160.50

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

Medford
Fortune Branch
TS 10-16

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	1,679	114	381.95	34.38	239.21			108.40	12,357.60
WF	454	85	342.19	30.80	239.21			72.20	6,137.00
IC	252	11	474.56	42.71	239.21			192.60	2,118.60
PP	55	4	230.36	20.73	239.21			23.00	92.00
Totals	2,440	214							\$ 20,705.20

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				31.0	46.0	23.0
White Fir				36.0	57.0	6.0
Incense-cedar					58.0	42.0
Ponderosa Pine				10.0	63.0	27.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		
White Fir		
Incense-cedar		
Ponderosa Pine		

Appraised By : Dowding, Kent

Date : 03/05/2008

Area Approval By :

Date :

District Approval By :

Date :

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

Medford
Fortune Branch
TS 10-16

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	1,679	114	94	208
White Fir	454	85	72	155
Incense-cedar	252	11	9	25
Ponderosa Pine	55	4	3	8
Total	2,440	214	178	396

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
230	2,440	94	11.2	226	5,671	40

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
5,671	24	5,695	2	214	230	93 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
123	1,679	73	10.3	120	3,221	37

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
3,221	10	3,231	1	114	123	93 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		18		18
Progeny Site		11		11
Totals :		29		29

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

Medford
Fortune Branch
TS 10-16

Exhibit B

The following estimates and calculations of timber sold are made solely as an administrative aid for determining: (1) Adjustments made or credits given in accordance with Sections 6, 9, or 11; (2) When payments are due; and (3) Value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the authorized officer, which has been cut or removed or designated for taking.

Except provided in Section 2, Purchaser shall be liable for the total purchase price even though the quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on the Exhibit A.

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	114		
White Fir	85		
Incense-cedar	11		
Ponderosa Pine	4		
Sale Totals	214		

Unit Details (16' MB)

Unit 1 **18 Acres** **Value per Acre : \$0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	77		
Incense-cedar	11		
Ponderosa Pine	4		
White Fir	85		
Unit Totals	177		

Unit Progeny Site **11 Acres** **Value per Acre : \$0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	37		
Unit Totals	37		

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

Medford
Fortune Branch
TS 10-16

Sale Volume Totals

29 Acres

0 Regen

29 Partial

0 R/W

2 Units

SpeciesName	# of Trees	Merch Logs	Cull Logs	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	1,679	3,221	10	114	120	123	94	99	101	208	217	221
White Fir	454	1,876		85	90	90	72	77	77	155	164	164
Incense-cedar	252	439	14	11	12	13	9	10	10	25	27	28
Ponderosa Pine	55	135		4	4	4	3	3	3	8	8	8
Totals	2,440	5,671	24	214	226	230	178	189	191	396	416	421

Unit Totals

Unit : 1

18 Acres

0 Regen

18 Partial

0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
White Fir	454	1,876		90	90	85
Douglas-fir	535	1,480	10	84	81	77
Incense-cedar	252	439	14	13	12	11
Ponderosa Pine	55	135		4	4	4
Unit Totals	1,296	3,930	24	191	187	177

Unit : Progeny

11 Acres

0 Regen

11 Partial

0 R/W

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	1,144	1,741		39	39	37
Unit Totals	1,144	1,741		39	39	37

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Stump to Truck Costs**

Medford
Fortune Branch
TS 10-16

Total (16' MBF)

Total Stump to Truck Costs	Net Volume	Cost / Net Volume
\$35,357.73	214	\$165.22

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Track Skidder	MBF	187	\$129.00	\$24,123.00
Cut To Length	MBF	39	\$288.07	\$11,234.73
Subtotal				\$35,357.73

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Subtotal				

Additional Move-Ins

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

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

Medford
Fortune Branch
TS 10-16

Other Allowances Costs

Total (16' MBF)

Total Other Allowances Costs	Net Volume	Cost / Net Volume *	Total Buy Out Cost
\$5,048.90	214	\$23.59	\$0.00

Fuels Treatment

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Lop and Scatter-Lvl 1	754.00	3.52	N	0.00
Hand Pile Brn-Level 1	56.00	0.26	N	0.00
Subtotal	810.00	3.79		0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Progeny Pin Removal	450.00	2.10		0.00
Directional Falling	352.90	1.65		0.00
Subtotal	802.90	3.75		0.00

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Equipment Washing	128.00	0.60	N	0.00
Skid Construction	600.00	2.80	N	0.00
Ripping	450.00	2.10	N	0.00
Waterbar Skids	300.00	1.40	N	0.00
Stream and Culvert Cleaning	128.00	0.60	N	0.00
Mulching (2 hours/5 bales)	156.00	0.73	N	0.00
Hand Seeding @ 17 lb seed per hour	249.00	1.16	N	0.00
Barricades	300.00	1.40	N	0.00
Landing Clean up	525.00	2.45	N	0.00
Landing Construction	600.00	2.80	N	0.00
Subtotal	3,436.00	16.06		0.00

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

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

Medford
Fortune Branch
TS 10-16

General

Yarding & Loading

Road Costs

(see Engineering Appraisal for details).

Transportation

(see Transportation appendix for details).

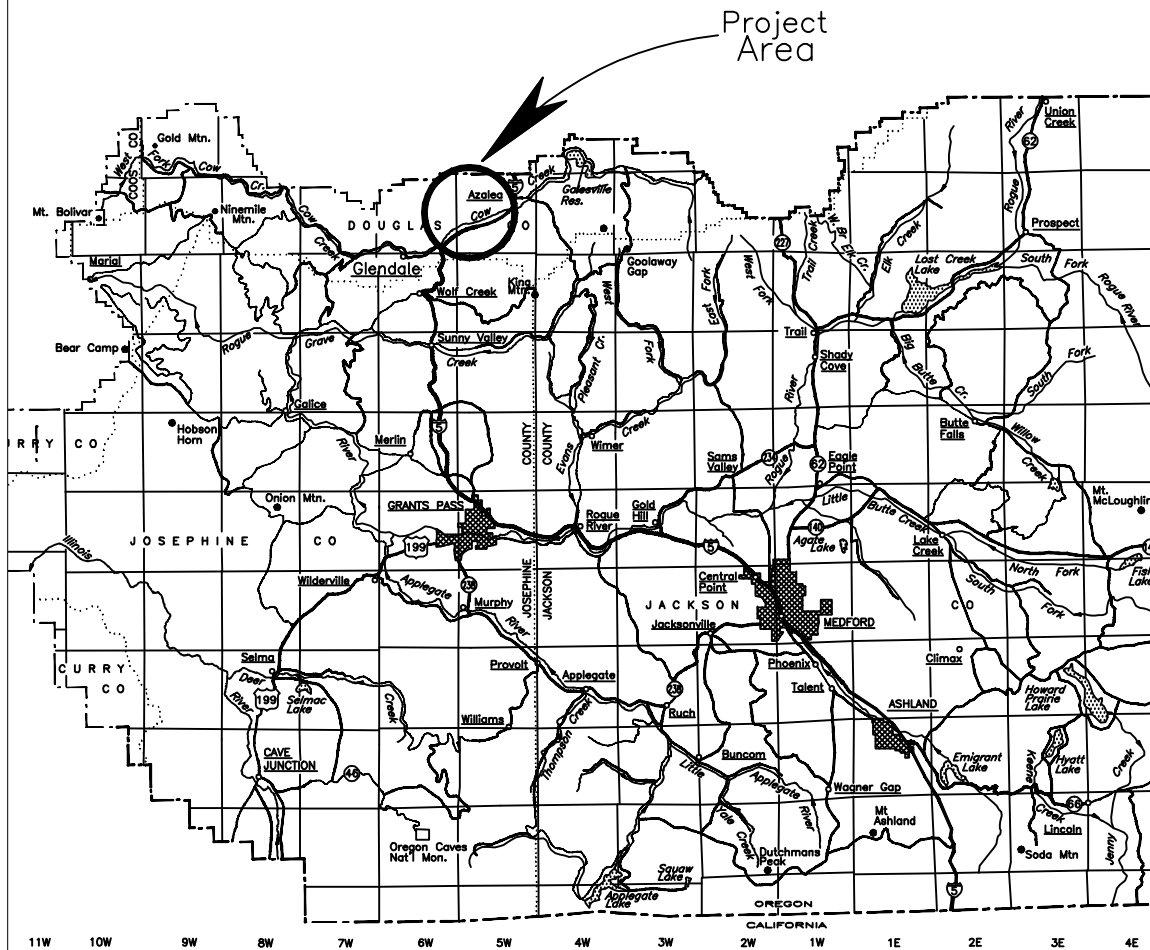
Other Allowances

Burning of Landing Piles is Labeled Hand Pile Brn-Level 1.

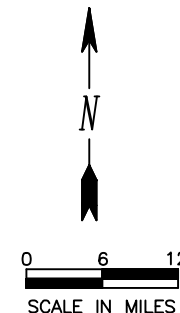
Prospectus

Fortune Branch TIMBER SALE
TRACT NO. 10-16

EXHIBIT C 1
SHEET 1 OF 1

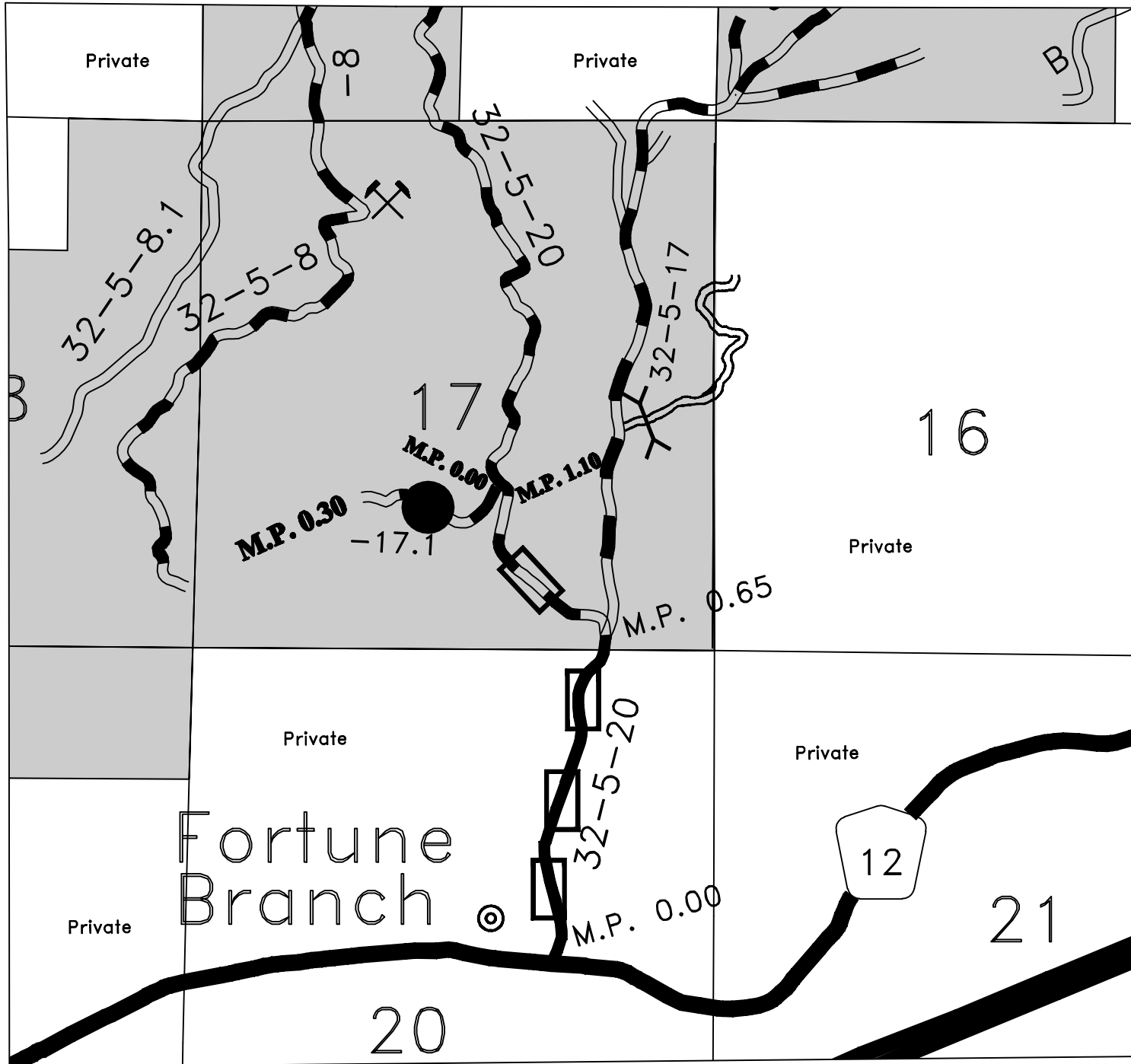
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*ALWAYS
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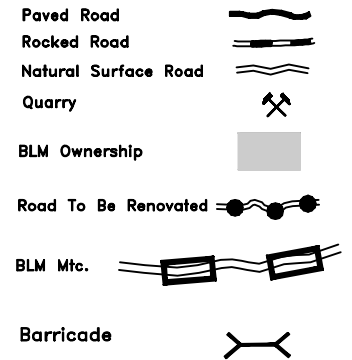
REV.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT — MEDFORD, OREGON			
<i>TITLE SHEET</i>			
DESIGNED _____			
REVIEWED _____			
APPROVED _____			
DRAWN: DL		SCALE AS SHOWN	
DATE April 2010		SHEET 1 OF 1	
DRAWING NO.		OR-11-9113.4-1	

T.32 S

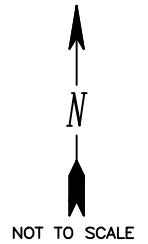


FORTUNE BRANCH TIMBER SALE
TRACK # 10-16

EXHIBIT C-2
SHEET 1 OF 1



R.5W



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REV. NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
ROAD LOCATION MAP			
DESIGNED			
REVIEWED			
APPROVED			
DRAWN:	DKL	SCALE	AS SHOWN
DATE	April 2010	SHEET	1 OF 1
DRAWING NO.	OR-11-9113.4-1		

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 & CHIPPING	Mowing	ROAD BARRICADE
					ROCK	COMMON	SIZE				ELBOWS	DOWNSPOUT FULL ROUND						Rip	PIT RUN	CRUSHED BASE		EXISTING STOCKPILE					
							18"	24"	30"	36"		18"	24"														
SPECIFICATION NO. →				200	300	300	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.	C.Y.	ACRE	MILE			
32-5-17.1	0.00	0.30	0.30												0.30								0.30	0.30			
32-5-20 A	0.00	0.65	0.65												0.00								0.00	0.00			
32-5-20 B	0.65	1.10	0.45												0.00								0.00	0.00			
TOTALS			1.40												0.30								.30	0.30			

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* 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			
<i>ESTIMATE OF QUANTITIES*</i>			
DESIGNED			
REVIEWED			
APPROVED			
DRAWN	SCALE NONE		
DATE	SHEET 1 OF 1		
DRAWING NO.		OR-11-9113.4-2	

EXHIBIT C 4
SHEET 1 OF 1

NOTES

- ### 1. EXTRA SUBGRADE WIDTHS
- Add to each fill shoulder 1 ft. for fills of 1–6 ft. and 2 ft. for fills over 6 ft. Widen the inside shoulder of all curves as follows:
- When the degree of curve equals:
- | | |
|-------|-----------|
| 7–21 | add 1 ft. |
| 22–35 | add 2 ft. |
| 36–48 | add 3 ft. |
| 49–64 | add 4 ft. |
| 65–96 | add 5 ft. |

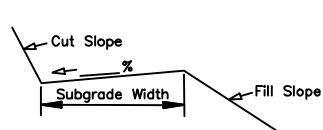
<u>MATERIALS</u>	<u>CUT SLOPES</u>	<u>FILL SLOPES</u>
1. Soil	1. Soil	1. Soil
2. Rock	2. Rock	2. Rock
3. Gravel	3. Gravel	3. Gravel
4. Sand	4. Sand	4. Sand
5. Silt	5. Silt	5. Silt
6. Clay	6. Clay	6. Clay
7. Limestone	7. Limestone	7. Limestone
8. Granite	8. Granite	8. Granite
9. Basalt	9. Basalt	9. Basalt
10. Gneiss	10. Gneiss	10. Gneiss
11. Schist	11. Schist	11. Schist
12. Slate	12. Slate	12. Slate
13. Quartzite	13. Quartzite	13. Quartzite
14. Marble	14. Marble	14. Marble
15. Soapstone	15. Soapstone	15. Soapstone
16. Slate	16. Slate	16. Slate
17. Schist	17. Schist	17. Schist
18. Gneiss	18. Gneiss	18. Gneiss
19. Basalt	19. Basalt	19. Basalt
20. Granite	20. Granite	20. Granite
21. Limestone	21. Limestone	21. Limestone
22. Sandstone	22. Sandstone	22. Sandstone
23. Siltstone	23. Siltstone	23. Siltstone
24. Claystone	24. Claystone	24. Claystone
25. Shale	25. Shale	25. Shale
26. Slate	26. Slate	26. Slate
27. Schist	27. Schist	27. Schist
28. Gneiss	28. Gneiss	28. Gneiss
29. Basalt	29. Basalt	29. Basalt
30. Granite	30. Granite	30. Granite
31. Limestone	31. Limestone	31. Limestone
32. Sandstone	32. Sandstone	32. Sandstone
33. Siltstone	33. Siltstone	33. Siltstone
34. Claystone	34. Claystone	34. Claystone
35. Shale	35. Shale	35. Shale
36. Slate	36. Slate	36. Slate
37. Schist	37. Schist	37. Schist
38. Gneiss	38. Gneiss	38. Gneiss
39. Basalt	39. Basalt	39. Basalt
40. Granite	40. Granite	40. Granite
41. Limestone	41. Limestone	41. Limestone
42. Sandstone	42. Sandstone	42. Sandstone
43. Siltstone	43. Siltstone	43. Siltstone
44. Claystone	44. Claystone	44. Claystone
45. Shale	45. Shale	45. Shale
46. Slate	46. Slate	46. Slate
47. Schist	47. Schist	47. Schist
48. Gneiss	48. Gneiss	48. Gneiss
49. Basalt	49. Basalt	49. Basalt
50. Granite	50. Granite	50. Granite
51. Limestone	51. Limestone	51. Limestone
52. Sandstone	52. Sandstone	52. Sandstone
53. Siltstone	53. Siltstone	53. Siltstone
54. Claystone	54. Claystone	54. Claystone
55. Shale	55. Shale	55. Shale
56. Slate	56. Slate	56. Slate
57. Schist	57. Schist	57. Schist
58. Gneiss	58. Gneiss	58. Gneiss
59. Basalt	59. Basalt	59. Basalt
60. Granite	60. Granite	60. Granite
61. Limestone	61. Limestone	61. Limestone
62. Sandstone	62. Sandstone	62. Sandstone
63. Siltstone	63. Siltstone	63. Siltstone
64. Claystone	64. Claystone	64. Claystone
65. Shale	65. Shale	65. Shale
66. Slate	66. Slate	66. Slate
67. Schist	67. Schist	67. Schist
68. Gneiss	68. Gneiss	68. Gneiss
69. Basalt	69. Basalt	69. Basalt
70. Granite	70. Granite	70. Granite
71. Limestone	71. Limestone	71. Limestone
72. Sandstone	72. Sandstone	72. Sandstone
73. Siltstone	73. Siltstone	73. Siltstone
74. Claystone	74. Claystone	74. Claystone
75. Shale	75. Shale	75. Shale
76. Slate	76. Slate	76. Slate
77. Schist	77. Schist	77. Schist
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82. Sandstone	82. Sandstone	82. Sandstone
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84. Claystone	84. Claystone	84. Claystone
85. Shale	85. Shale	85. Shale
86. Slate	86. Slate	86. Slate
87. Schist	87. Schist	87. Schist
88. Gneiss	88. Gneiss	88. Gneiss
89. Basalt	89. Basalt	89. Basalt
90. Granite	90. Granite	90. Granite
91. Limestone	91. Limestone	91. Limestone
92. Sandstone	92. Sandstone	92. Sandstone
93. Siltstone	93. Siltstone	93. Siltstone
94. Claystone	94. Claystone	94. Claystone
95. Shale	95. Shale	95. Shale
96. Slate	96. Slate	96. Slate
97. Schist	97. Schist	97. Schist
98. Gneiss	98. Gneiss	98. Gneiss
99. Basalt	99. Basalt	99. Basalt
100. Granite	100. Granite	100. Granite

common	1/2 : 1	1 1/2 : 1
soft rock & shale	1/2 : 1	1 1/2 : 1
solid rock	1/2 : 1	angle of repose

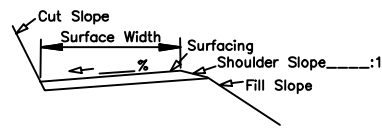
2. SURFACING TYPES
 - A. Pit run rock
 - B. Grid rolled rock material
 - C. Screened rock material
 - D. Crushed rock material
3. TURNOUTS
 - A. Width 10 ft. in addition to subgrade width, or as shown on the plans.
 - B. Located approximately as shown on the road plans.
 - C. Invisible and not more than 750 ft. apart.

4. **SURFACING**
Turnouts, curve widening and road approach aprons shall not be surfaced.
5. **CLEARING WIDTH**
See subsection 2100

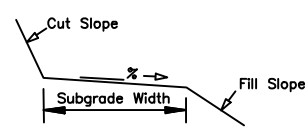
REV. NO.	DESCRIPTION	DATE	APPROV.
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON			
<i>SPECIFICATION SHEET</i>			
DESIGNED _____			
REVIEWED _____			
APPROVED _____			
DRAWN RAP		SCALE NONE	
DATE 5-17-89		SHEET 1 OF 1	
DRAWING NO.		OR-11-9113-4-3	

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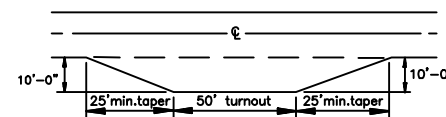
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TYPE 1



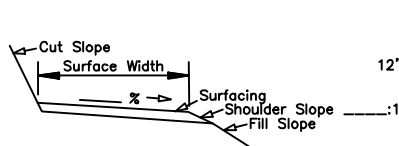
TYPICAL SURFACING SECTION
TYPE 2



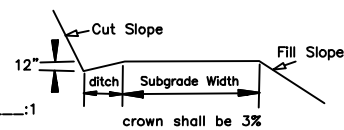
TYPICAL GRADING SECTION
TYPE 3



TYPICAL TURNOUT
PLAN VIEW

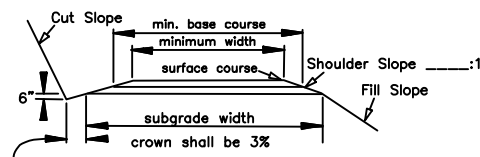


TYPICAL SURFACING SECTION
TYPE 4



TYPICAL GRADING SECTION

TYPE 5

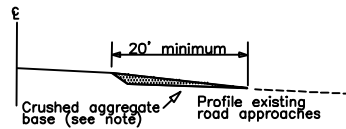
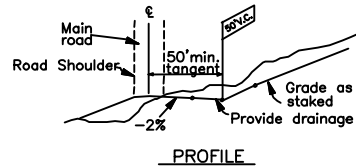
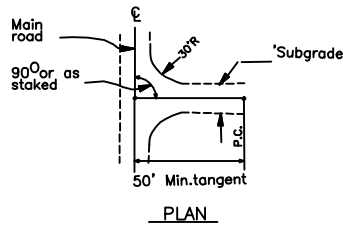


TYPICAL SURFACING SECTION
TYPE 6

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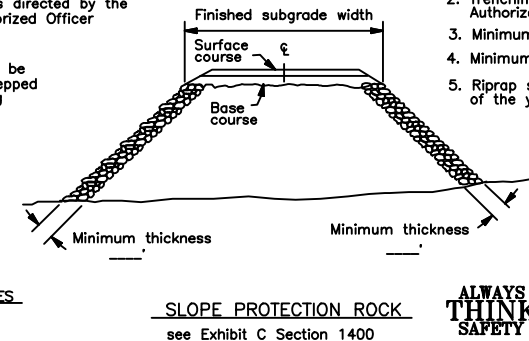
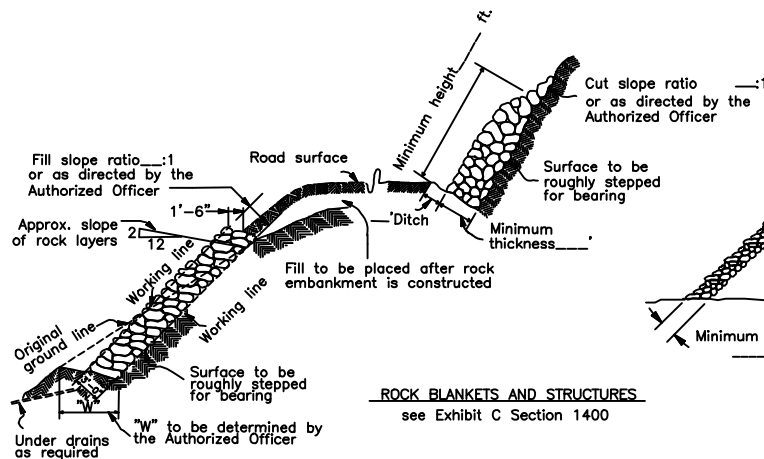
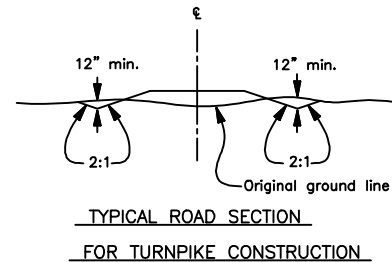
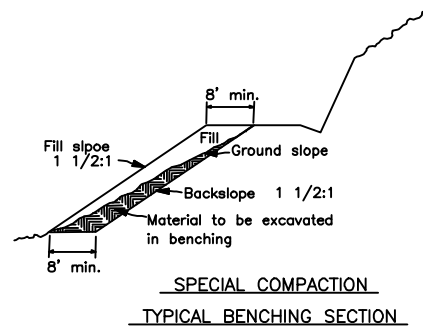
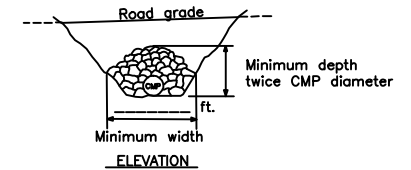
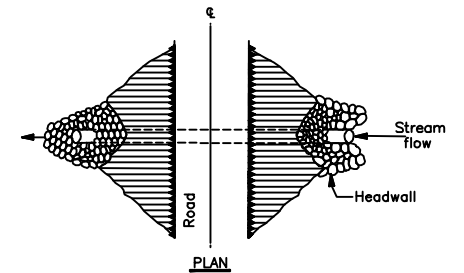
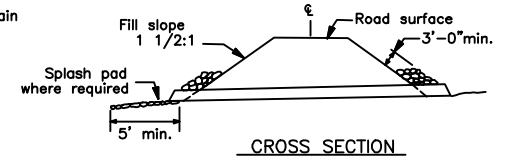
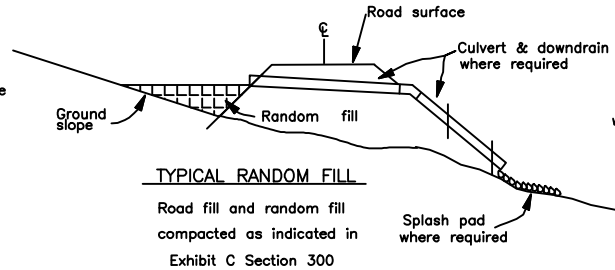
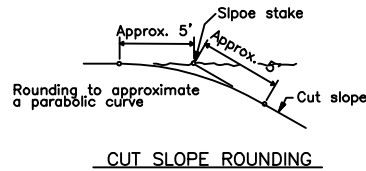
EXHIBIT C 5 SHEET 1 OF 1

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.



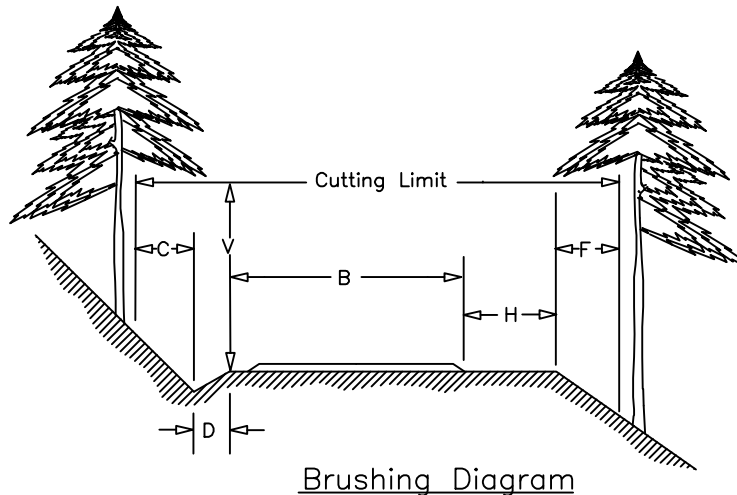
NOTES: RIPRAP AT CULVERTS

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.

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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 RAP		SCALE NONE	
DATE 5-12-89		SHEET 1 OF 1	
DRAWING NO. OR-11-9113.4-4			

EXHIBIT C 6
SHEET 1 *OF* 1



Brushing Diagram

$$\text{Cutting Limit} = C + D + B + H + F$$

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

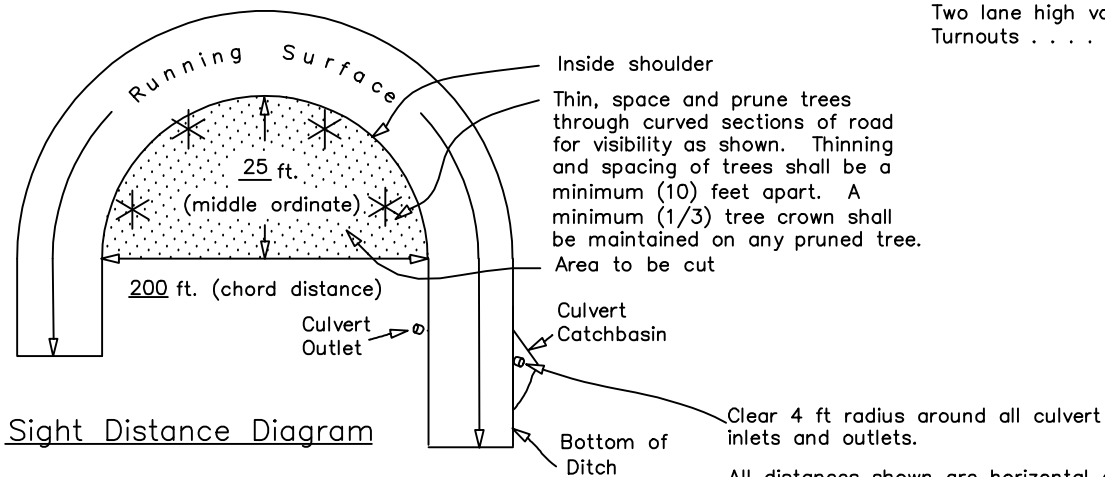
Typical Basic Traveled Way widths

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



Sight Distance Diagram

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: Del Longbrake		SCALE: AS SHOWN	
DATE 06/04		SHEET 1 OF 1	
DRAWING NO.			

Road Renovation Work List

ROAD 32-5-17.1

MP/STA	TASKS
0.00	Begin road renovation which includes blading, roadside brushing and chipping, cleaning ditch line, culvert inlet and outlets. Junction with road 32-5-20.
0.13	Existing 18" CMP.
0.18	Reestablish ditch
0.23	Reestablish ditch
0.26	Existing 18" CMP.
0.30	End of road. End renovation. End brushing and chipping.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ROAD SPECIFICATIONS

INDEX

100	GENERAL
500	RENOVATION OF EXISTING ROADS
1800	SOIL STABILIZATION
2100	ROADSIDE BRUSHING

GENERAL - 100

*101 - Pework Conference(s):

A prework conference will be held prior to the start of renovation, maintenance, and 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 Pework conference shall be scheduled 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.

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 and as marked on the ground with stakes.
- 501a - This work shall include the removal and disposal of slides in accordance with these specifications 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 stakes at the following location:

<u>Road No.</u>	<u>From Sta./M.P.</u>	<u>to Sta./M.P.</u>
<u>32-5-17.1</u>	<u>0.00</u>	<u>0.30</u>

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

503 - Debris from slides at the following locations:

<u>Road No.</u>	<u>M.P.</u>
<u>32-5-17.1</u>	<u>0.18</u>
<u>32-5-17.1</u>	<u>0.23</u>

shall be disposed of by feathering on the road or as directed by the Authorized Officer.

506 - The inlet end of existing drainage structures shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.

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

<u>Road No.</u>	<u>From M.P.</u>	<u>to M.P.</u>
<u>32-5-17.1</u>	<u>0.00</u>	<u>0.30</u>

shall be removed by cutting and disposed in accordance with Subsection 2100 of these specifications.

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 any disturbed areas and special areas in accordance with these specifications and as shown on the plans.
- *1803 - Soil stabilization work as specified under Subsection 1802a shall be performed during the following seasonal periods:
- From: September 15 to: October 31
- 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 in the amounts specified under Subsection.
- 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 0.30 acres designated for treatment as shown on the plans, 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 Pg 1.**

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.
- 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 at DBH shall be cut to a maximum height of (2) inches above the ground surface or above obstructions such as rocks or stumps on cut and fill slopes and all limbs will be severed from the trunk.
- 2103a - Vegetation shall be 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 below 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 DBH 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. No scarring of trunk or bole will be allowed. 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
- 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. 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.
- 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>From Sta./M.P.</u> | <u>to Sta./M.P.</u> | <u>Comment</u> |
|------------------|-----------------------|---------------------|-----------------------|
| <u>32-5-17.1</u> | <u>0.00</u> | <u>0.30</u> | <u>Cut & Chip</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.

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(C)(5)** 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 3108, 3401,3403.
- 3002 - The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the standards required in Exhibit C of this contract.
- 3003 - The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 - The Purchaser shall be responsible for providing timely maintenance and cleanup on any road 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.
- 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 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.

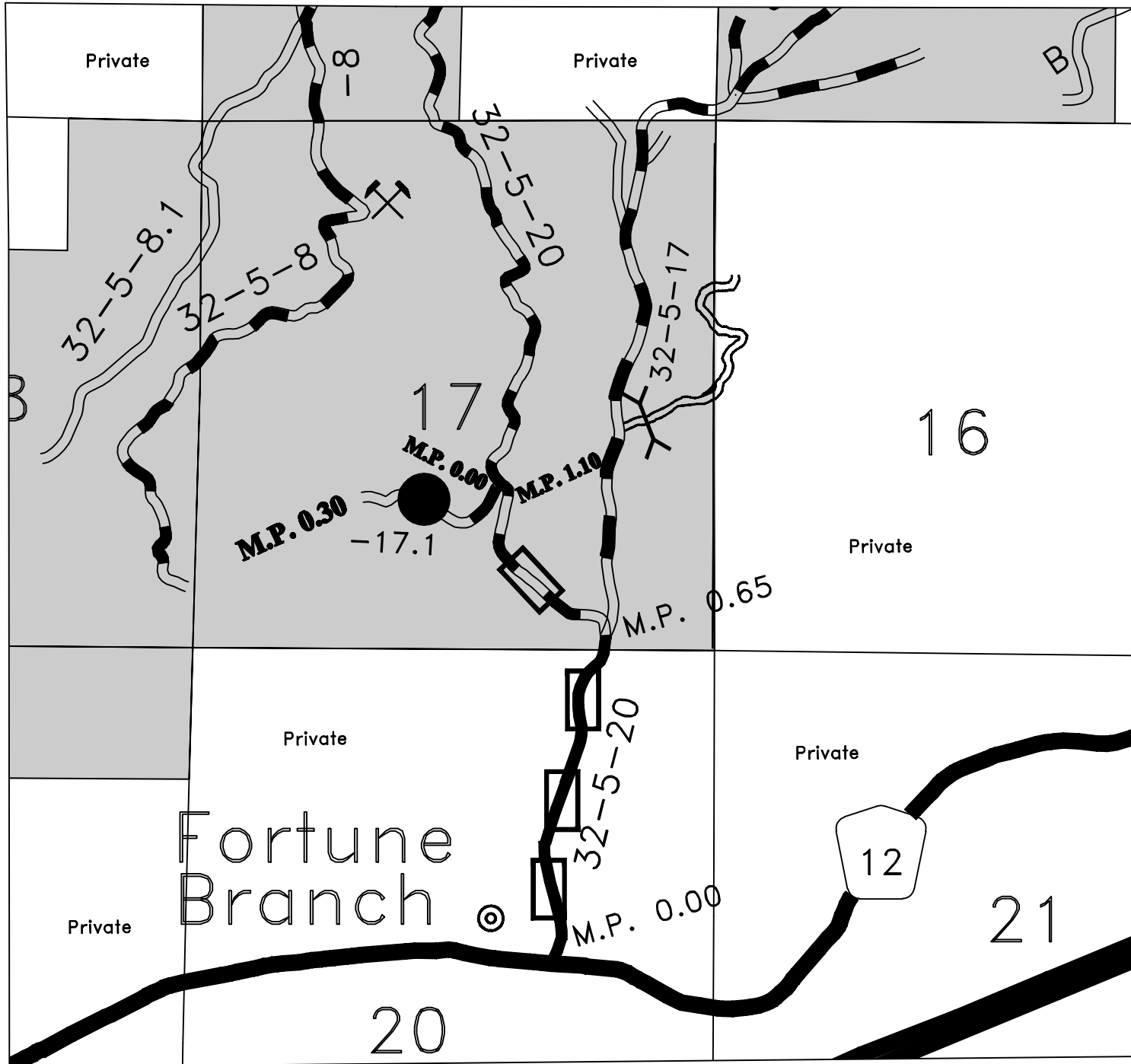
- 3403a - During dry hauling conditions when watering is not required, the Purchaser shall reduce hauling speeds to 15 MPH on the following road:

<u>Road Number</u>	<u>M.P.</u>	<u>M.P.</u>
<u>32-5-20.0</u>	<u>0.65</u>	<u>1.10</u>

Adjustments to the above schedules may be made by the Authorized Officer at his option as hauling conditions improve. The Purchaser, at his option and expense, may elect to substitute watering or other dust palliatives in lieu of the above hauling requirements provided that written approval is received from the Authorized Officer. Such authorization shall include the approval of product specifications for the application and the product to be used.

- 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.

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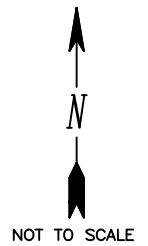


FORTUNE BRANCH TIMBER SALE
TRACK # 10-16

EXHIBIT D-2
SHEET 1 OF 1

- Paved Road
- Rocked Road
- Natural Surface Road
- Quarry
- BLM Ownership
- Purchaser Mtc.
- BLM Mtc.
- Barricade

R.5W



*ALWAYS
THINK
SAFETY*

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:	DKL	SCALE	AS SHOWN
DATE	April 2010	SHEET	1 OF 1
DRAWING NO.	OR-11-9113.4-1		

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Summary of All Roads and Projects

T.S. Update 10/1/08

T.S. Contract Name: Fortune Branch Sale Date: 05

Prepared by: DL Ph: Print Date: 4/6/2010 10:11:36 AM

Construction: 0.00 sta (Surfaced 0.00 sta Natural 0.00 sta)

Improve: 0.00 sta Renov: 15.84 sta Decom: 0.00 sta Temp: 0.00 sta

200 Clearing and Grubbing: 0.0 acres	\$0.00
Clearing: 0.0 sta Grubbing: 0.0 acres	
Slash Treatment: 0.0 acres	
300 Excavation:	\$0.00
Haul: 0 sta-yds	
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$466.95
Blading 0.30 mi	
Slide Removal 5 cy	
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.3 acres	\$144.99
Includes Small Quantity Factor of 1.58	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$790.74
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta.	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$684.00 Surf. \$0.00.....	\$684.00
Quarry Development:	\$0.00

Total: 214 mbf @ \$9.75/mbf = \$2,086.67

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities are COMPACTED in place cubic yards.

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ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Fortune Branch Sale Date: 05

Road Number: 32-5-17.1 Road Name: Buckhorn Bottom

Road Renovation: 0.30 mi 14 ft Subgrade 3 ft ditch

T.S. Update 10/1/08

200 Clearing and Grubbing: 0.0 acres	\$0.00
Clearing:0.0 sta Grubbing:0.0 acres	
Slash Treatment:0.0 acres	
300 Excavation:	\$0.00
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs factor = 1.2	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$466.95
Blading 0.30 mi	
Slide Removal 5 cy	
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.3 acres	\$144.99
Includes Small Quantity Factor of 1.58	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$790.74
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta.	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$684.00 Surf. \$0.00.....	\$684.00
Quarry Development:	\$0.00

Total: \$2,086.67

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Road Number: 32-5-17.1 Road Name: Buckhorn Bottom

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Slide Removal 5 cy

Grader: \$108.91/hr x 2.00 hr = \$217.82

Blading: \$422.06/mi x 0.30 mi = \$126.62

Pull Ditches: \$140.69/mi x 0.30 mi = \$42.21

Clean Culverts: \$267.68/mi x 0.30 mi = \$80.30

Subtotal: \$466.95

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Dry Method with Mulch: \$483.29/acre x 0.30 acres = \$144.99

Includes Small Quantity Factor of 1.58

Subtotal: \$144.99

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Brushing width Left: 4ft. Right: 4ft.

Brushing and chipping

Brush Chipper(to 16in log) 3 hr x \$63.17/hr = \$189.51

Brush Mower (8ft) 3 hr x \$50.26/hr = \$150.78

General Laborer 15 hr x \$30.03/hr = \$450.45

Subtotal: \$790.74

Section 2200 Surface Treatment:

Subtotal: \$0.00

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Road Number: 32-5-17.1 Buckhorn Bottom Continued

Construction - 100.00% of total Costs = \$684.00

surfacing = 0% \$0.00

Subtotal: \$684.00

Quarry Development:

Subtotal: \$0.00

Total: \$2,086.67

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Mobilization Costs - Construction and Surfacing

T.S. Contract Name: Fortune Branch Sale Date: 05

Average Mobilization distance = 35 miles Factor = 0.75

Mobilization: Construction

Graders-all: 1 ea x (0.75 x \$304.00/ea + 0 mi x \$10.89/mi)= \$228.00

Brush Cutter: 1 ea x (0.75 x \$304.00/ea) = \$228.00

RTBackhoes 24/30: 1 ea x (0.75 x \$304.00/ea + 0 mi x \$5.02/mi)= \$228.00

Subtotal: \$684.00

Mobilization: Surfacing

Subtotal: \$0.00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Summary of Construction Quantities

T.S. Contract Name: Fortune Branch Sale Date: 05

Road Number	Const	Improv	Renov	Decomm	Temp
32-5-17.1			15.84		
Total Sta:			15.84		

200 Clearing and Grubbing	Clearing stations	Grubbing acres	Slash acres
Totals:	0.00	0.0	0.0

300 Excavation	Excav C.Y.s	Haul sta-yds
Totals:	0	0

400 Drainage	Totals:	No Quantities
--------------	---------	---------------

500 Renovation	Miles	Slide cy
32-5-17.1	0.30	5
Totals:	0.30	5

Surfacing (Cubic Yards)				
Totals:	0	0	0	0

1300 Geotextiles	Totals:	No Quantities
------------------	---------	---------------

1400 Slope Protection	
Totals:	0

1800 Soil stabilization - acres	Dry W/O Mulch	Dry/with Mulch	Hydro Mulch
32-5-17.1	0.0	0.3	
Totals:	0.0	0.3	0.0

Small Quantity Factor of 1.58 used

1900 Cattleguards	Totals:	No Quantities
-------------------	---------	---------------

2100 RoadSide Brushing	acres
Totals:	0.0

Brushing and chipping		
32-5-17.1	Brush Chipper(to 16in log)	3 hr
32-5-17.1	Brush Mower (8ft)	3 hr
32-5-17.1	General Laborer	15 hr

2200 Surface Treatment	tons	L.F.
	Totals:	No Quantities
2300 Engineering	stations	
	Totals:	<u>0.00</u>
2400 Minor Concrete	Totals:	No Quantities
2500 Gabions	Totals:	No Quantities
8000 Miscellaneous	Totals:	No Quantities

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Summary of All Roads and Projects

T.S. Update 10/1/08

T.S. Contract Name: Fortune Branch Sale Date: 05

Prepared by: DL Ph: Print Date: 4/6/2010 10:11:36 AM

Construction: 0.00 sta (Surfaced 0.00 sta Natural 0.00 sta)

Improve: 0.00 sta Renov: 15.84 sta Decom: 0.00 sta Temp: 0.00 sta

200 Clearing and Grubbing: 0.0 acres	\$0.00
Clearing: 0.0 sta Grubbing: 0.0 acres	
Slash Treatment: 0.0 acres	
300 Excavation:	\$0.00
Haul: 0 sta-yds	
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$466.95
Blading 0.30 mi	
Slide Removal 5 cy	
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.3 acres	\$144.99
Includes Small Quantity Factor of 1.58	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$790.74
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta.	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$684.00 Surf. \$0.00.....	\$684.00
Quarry Development:	\$0.00

Total: 214 mbf @ \$9.75/mbf = \$2,086.67

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities are COMPACTED in place cubic yards.

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ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Fortune Branch Sale Date: 05

Road Number: 32-5-17.1 Road Name: Buckhorn Bottom

Road Renovation: 0.30 mi 14 ft Subgrade 3 ft ditch

T.S. Update 10/1/08

200 Clearing and Grubbing: 0.0 acres	\$0.00
Clearing:0.0 sta Grubbing:0.0 acres	
Slash Treatment:0.0 acres	
300 Excavation:	\$0.00
400 Drainage:	\$0.00
Culvert: 0 lf wt = 0 lbs factor = 1.2	
DownSpout: 0 lf	
PolyPipe: 0 lf	
500 Renovation:	\$466.95
Blading 0.30 mi	
Slide Removal 5 cy	
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.3 acres	\$144.99
Includes Small Quantity Factor of 1.58	
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$790.74
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta.	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$684.00 Surf. \$0.00.....	\$684.00
Quarry Development:	\$0.00

Total: \$2,086.67

Notes:

Quantities shown are estimates only and not pay items.

Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Road Number: 32-5-17.1 Road Name: Buckhorn Bottom

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Slide Removal 5 cy

Grader: \$108.91/hr x 2.00 hr = \$217.82

Blading: \$422.06/mi x 0.30 mi = \$126.62

Pull Ditches: \$140.69/mi x 0.30 mi = \$42.21

Clean Culverts: \$267.68/mi x 0.30 mi = \$80.30

Subtotal: \$466.95

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Dry Method with Mulch: \$483.29/acre x 0.30 acres = \$144.99

Includes Small Quantity Factor of 1.58

Subtotal: \$144.99

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Brushing width Left: 4ft. Right: 4ft.

Brushing and chipping

Brush Chipper(to 16in log) 3 hr x \$63.17/hr = \$189.51

Brush Mower (8ft) 3 hr x \$50.26/hr = \$150.78

General Laborer 15 hr x \$30.03/hr = \$450.45

Subtotal: \$790.74

Section 2200 Surface Treatment:

Subtotal: \$0.00

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Road Number: 32-5-17.1 Buckhorn Bottom Continued

Construction - 100.00% of total Costs = \$684.00

surfacing = 0% \$0.00

Subtotal: \$684.00

Quarry Development:

Subtotal: \$0.00

Total: \$2,086.67

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Mobilization Costs - Construction and Surfacing

T.S. Contract Name: Fortune Branch Sale Date: 05

Average Mobilization distance = 35 miles Factor = 0.75

Mobilization: Construction

Graders-all: 1 ea x (0.75 x \$304.00/ea + 0 mi x \$10.89/mi)= \$228.00

Brush Cutter: 1 ea x (0.75 x \$304.00/ea) = \$228.00

RTBackhoes 24/30: 1 ea x (0.75 x \$304.00/ea + 0 mi x \$5.02/mi)= \$228.00

Subtotal: \$684.00

Mobilization: Surfacing

Subtotal: \$0.00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Summary of Construction Quantities

T.S. Contract Name: Fortune Branch Sale Date: 05

Road Number	Const	Improv	Renov	Decomm	Temp
32-5-17.1			15.84		
Total Sta:			15.84		

200 Clearing and Grubbing	Clearing stations	Grubbing acres	Slash acres
Totals:	0.00	0.0	0.0

300 Excavation	Excav C.Y.s	Haul sta-yds
Totals:	0	0

400 Drainage	Totals:	No Quantities
--------------	---------	---------------

500 Renovation	Miles	Slide cy
32-5-17.1	0.30	5
Totals:	0.30	5

Surfacing (Cubic Yards)				
Totals:	0	0	0	0

1300 Geotextiles	Totals:	No Quantities
------------------	---------	---------------

1400 Slope Protection	
Totals:	0

1800 Soil stabilization - acres	Dry W/O Mulch	Dry/with Mulch	Hydro Mulch
32-5-17.1	0.0	0.3	
Totals:	0.0	0.3	0.0

Small Quantity Factor of 1.58 used

1900 Cattleguards	Totals:	No Quantities
-------------------	---------	---------------

2100 RoadSide Brushing	acres
Totals:	0.0

Brushing and chipping		
32-5-17.1	Brush Chipper(to 16in log)	3 hr
32-5-17.1	Brush Mower (8ft)	3 hr
32-5-17.1	General Laborer	15 hr

2200 Surface Treatment	tons	L.F.
	Totals:	No Quantities
2300 Engineering	stations	
	Totals:	<u>0.00</u>
2400 Minor Concrete	Totals:	No Quantities
2500 Gabions	Totals:	No Quantities
8000 Miscellaneous	Totals:	No Quantities

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OR110-9113-1

1. Road Use Fees - Amortization

R/W	Rd Use	Vol	Road Use
Number	Road Number	Fee x MBF	= Obligation

(1) Subtotal

2. BLM Maintenance - Timber Haul 1/ 2/ 3/ 4/ 5/

Road Number	A Surf	Maint	Vol	Total
and Segment	N Type	Mi x Fee x	MBF =	Maint
32-5-20 A	A BST1	0.65 0.46	214	\$63.99
32-5-20 B	A ASC	0.45 1.12	214	\$107.86

(2.1) Subtotal \$171.84

- 1/ Enter list of roads in Sec. 41(RC-2).
 2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
 3/ Include lump sum logging damage repair (see Ex. D, Subsection 3108a Option F & 3401a).

3. BLM Maintenance - Rock Haul 1/ 2/ 3/

Road Number	A Surf	Maint	Vol	Total
and Segment	N Type	Mi x Fee x	C.Y. =	Maint

(3.1) Subtotal

- 1/ Enter list of roads in Section 41(RC-2).
 2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
 3/ Include lump sum logging damage repair (See Ex. D, Subsection 3108a Option F & 3401a).

4. Third Party Maintenance and Rockwear - Timber Haul 1/

MAINTENANCE (4.1)					ROCKWEAR (4.2) 2/ 3/		
Road Number	A	Maint	Vol	Total	Rkwear	Vol	Total
and Segment	N	Mi x Fee x	MBF =	Maint	Mi x Fee x	MBF =	Rkwear

(4.1) Subtotal (4.2) Subtotal

- 1/ Enter list of roads in Sec. 41(RC-2).
 2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
 3/ Include lump sum logging damage repair (see Ex. D, Subsection 3108a Option F & 3401a).

5. Third Party Maintenance and Rockwear - Rock Haul 1/

MAINTENANCE (5.1)					ROCKWEAR (5.2) 2/ 3/		
Road Number	A	Maint	Vol	Total	Rkwear	Vol	Total
and Segment	N	Mi x Fee x	C.Y. =	Maint	Mi x Fee x	C.Y. =	Rkwear

(5.1) Subtotal (5.2) Subtotal

- 1/ Enter list of roads in Sec. 41(RC-2).
 2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
 3/ Include lump sum logging damage repair (see Ex. D, Subsection 3108a Option F & 3401a).

6. Other Maintenance Payments - USFS or Others Perform Maintenance

Agreement	Fee	Fee	Vol	Maint
Number	Road Number	MBF/Mi x Mi	= /MBF x Hauled	= Cost

(6) Subtotal

7. Purchaser Maintenance - Rock Wear

TIMBER HAUL (7.1)

ROCK HAUL (7.2) 2/ 3/

Road No 1/ and Segment	A	N	Mi	RkWear x Fee x	Vol MBF =	Total RkWear	Rkwear Mi	Vol x Fee x	Total C.Y.= Rkwear
32-5-17.1	A	0.30	0.46	214	\$29.53				

(7.1) Subtotal \$29.53

(7.2) Subtotal \$0.00

- 1/ List all purchaser maintained roads and enter list in Section 41(RC-2a). Don't repeat any BLM maintained roads listed on appraisal. List may include new const. roads without fees.
- 2/ All surfaced roads have a rockwear fee, except no rockwear fee is charged for rock haul on roads surfaced or resurfaced under this timber sale.
- 3/ Include lump sum logging damage repair (See Ex. D, Subsection 3108a Option F & 3401a).

7. Purchaser Operational Maintenance

Cost allowances must be limited to work required under timber sale Exhibit D.
If purchaser maint. such as dust control/damage repair is performed on BLM maint. roads, add appropriate mandatory Ex. D provisions, RC-2a and RC-2h stips. Note in prospectus.

7.3A Move In

Equipment 1/	No Units	Move x in x	Cost/ 50 Mi x	Dist Factor =	Sub- total
Motor Grader:	1	1	\$335.00	0.84	\$281.40
Back Hoe:	1	1	\$335.00	0.84	\$281.40
Loader:			\$335.00	0.59	\$0.00
Water Truck:			\$206.00	0.59	\$0.00
Dump Truck 2/:			\$214.00	0.59	\$0.00

(7.3A) Total \$562.80

- 1/ Equipment limited to that allowed in Exhibit D. Refer to Sch. 20 Table 2.
- 2/ Dump truck is allowable for surface repair only.

7.3B Culvert Maintenance - Including Catchbasins and Downpipes 1/

Miles	x	Cost/Mi	=	Subtotal
.3	292.45	\$87.74		

(7.3B) Total \$87.74

- 1/ Does not include purchase or installation of culvert pipe. Refer to Sch. 20 Table 32.

7.3C Grading (Includes Ditches and Shoulders) 1/

	Miles	x	Cost/Mi	x Freq =	Subtotal
Blade Road:	0.30		459.60	2	\$275.76
Blade Ditch:	0.30		153.20	2	\$91.92

(7.3C) Total \$367.68

- 1/ Watch for double allowance on roadway preparation for dust palliative application.

7.3D Slide and Slough removal, Slump Repair (15 sta-yds. ea.) 1/

Type Equipment	No Slides /Slumps	Hours x Each x	Equip Cost =	Subtotal
Grader:	0	0	119.90	\$0.00
Loader:	0	0	84.43	\$0.00
Backhoe:	0	0	62.55	\$0.00

(7.3D) Total \$0.00

- 1/ Maximum haul is 15 sta. yds. Use grader or front end loader only. Dump truck not allowed in specifications. Refer to Sch. 20 Table 28.

7.3E Dust Palliative (Water) 1/

Spreading Hours

Miles	/	MPH	=	Hours	x	No Days	x	Freq /Day	=	Truck Hours
0.00		0				0		0		0.0
Load & Haul-Roundtrip =				0.0		0		0		0.0
Fixed Hours (3000 Gal. tanker)										
Total Hours =										0.0

Truck Cost: \$82.33/Hr. x 0.0 Hours = \$0.00

(7.3E) Total \$0.00

1/ Allow water for all BLM maint. non-oiled roads. Subsection 3403 requires 0.50 gal/syd.

7.3F Surface Repair (Aggregate)

Production Cost: 1/	0 C.Y. x \$0.00/C.Y.	=	\$0.00
Haul to Stockpile:	0 C.Y. x \$2.18/C.Y. x 0.00 Mi	=	\$0.00
Stockpile:	0 C.Y. x \$1.18/C.Y.	=	\$0.00
Load from Stockpile:	0 C.Y. x \$1.30/C.Y.	=	\$0.00
Haul from Stockpile:	0 C.Y. x \$2.18/C.Y. x 0.00 Mi	=	\$0.00
Process with Grader:	0 C.Y. x \$1.00/C.Y.	=	\$0.00

(7.3F) Total \$0.00

1/ Use unit cost from Road Construction Cost Guide.

7.3G Dust Palliative (Bituminous, Lignin, Magnesium Chloride)

(7.3G) Total

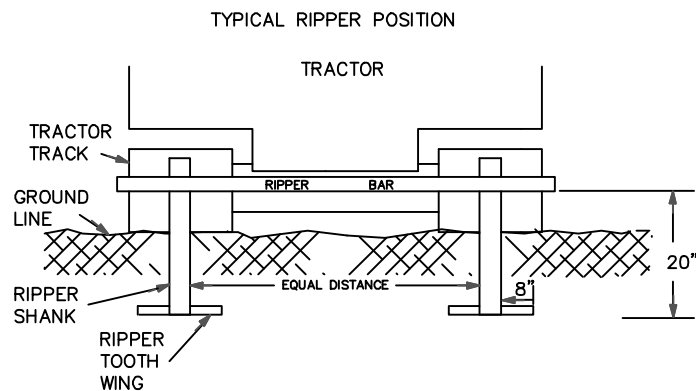
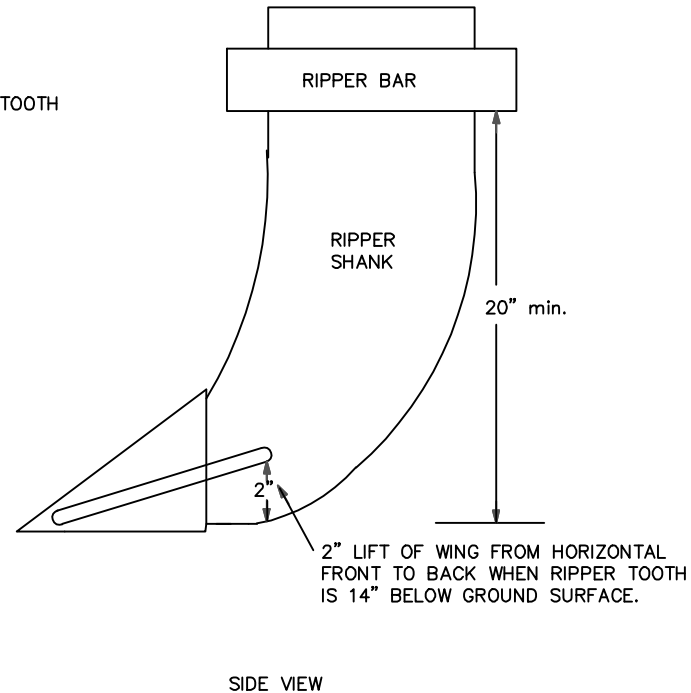
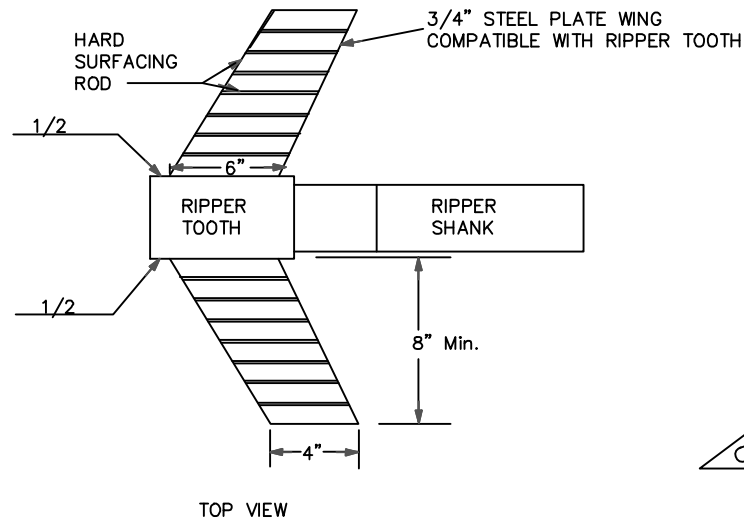
7.3H Other

Fallen Timber Cutting: 1/	0.0 Hours x \$0.00/Hour	=	\$0.00
Brush Cutting/Tree Trimming: 2/	0.0 Hours x \$0.00/Hour	=	\$0.00
Oil/Asphalt Materials: 3/	Lump Sum	=	\$0.00
Signing for Dust Palliatives: 4/	Lump Sum	=	\$0.00
Misc. L.S.		=	\$0.00

(7.3H) Total \$0.00

- 1/ Exhibit D Subsection 3104.
- 2/ Exhibit D Subsection 3107.
- 3/ Exhibit D Subsection 3401a.
- 4/ Exhibit D Subsection 3405b.

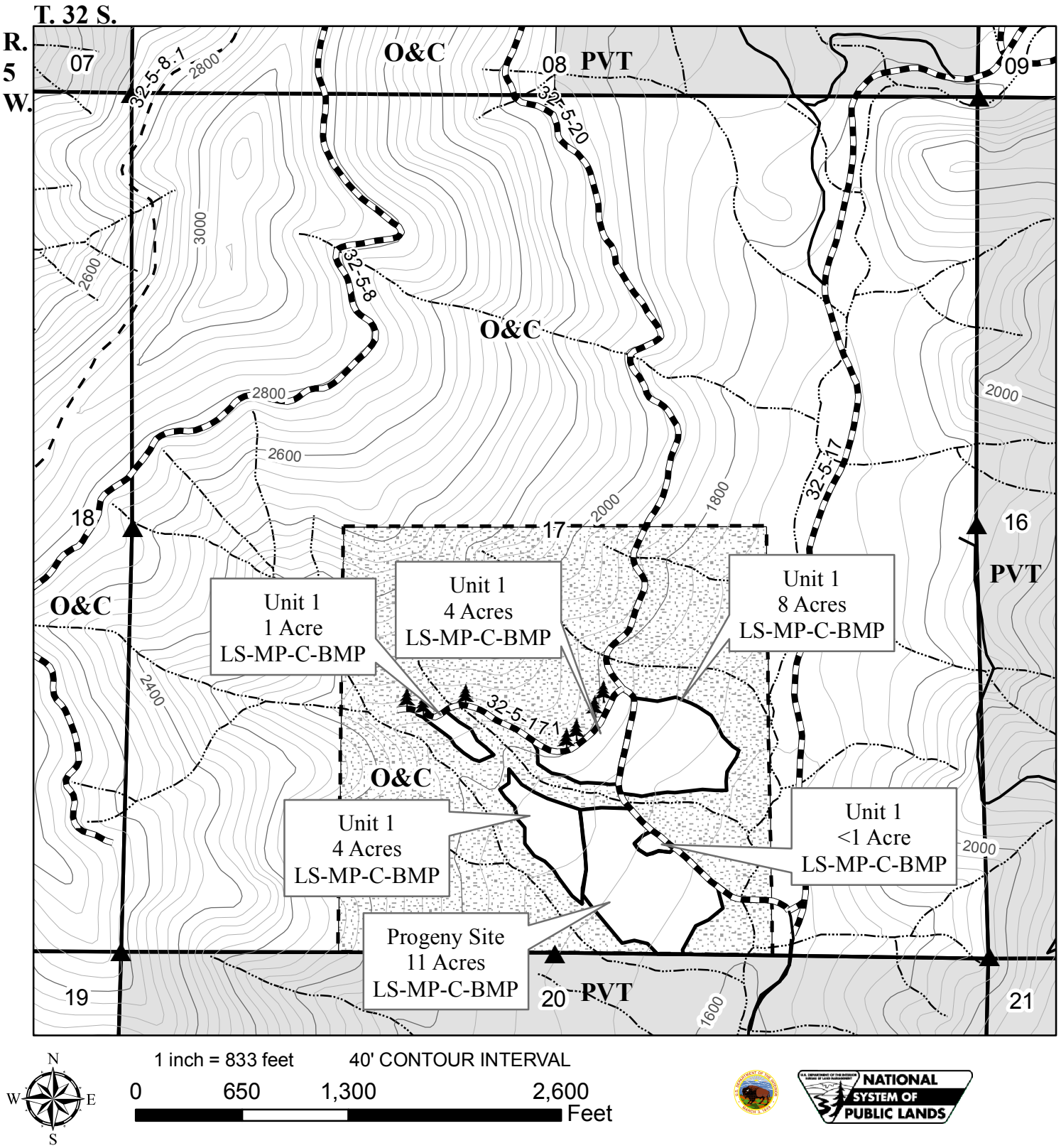
EXHIBIT R
SHEET 1 OF 1



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	_____
<small>CHIEF, BRANCH OF ENGINEERING OR DISTRICT ENGINEER</small>	
DRAWN: JWR	SCALE: NONE
DATE: October 2009	SHEET 1 OF 1
DRAWING NO.	



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

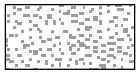
Legend



Contract_Area



Fortune Branch T.S. Units



Reserve_Area



SECTIONS

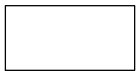


Intermediate 40-ft contour

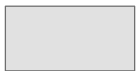


Index 200-ft contour

Ownership



Federal



Non-Federal

O&C

BLM O&C

PVT

Private Ownership

Existing Road
SurfaceType



Natural Surface



Rocked



Paved



Streams



Brass Caps



Roadside Trees

FORTUNE BRANCH
SITE PREPARATION SUMMARY

LS	LOP AND SCATTER (UNITS: ALL CONTRACT UNITS)	29 ACRES
MP-C-BMP	MECHANICAL PILE, COVER, BURN MECHANICAL PILES (UNITS: ALL LANDING PILES, APPROXIMATELY 4 ACRES)	4 ACRES
	TOTAL TREATMENT AREA	33 ACRES
	TOTAL TIMBER SALE UNIT AREA	29 ACRES
	RESERVE AREA	131 ACRES
	TOTAL CONTRACT AREA	160 ACRES

LEGEND

UNIT	GPS Acres	HARVEST TYPE	LOGGING SYSTEM	SITE PREP.	LEVEL
1	18	CT	T	LS-M-C-BMP	L1
PROGENEY	11	CDM	T	LS-M-C-BMP	L1
RSM		CC	T	MP-C-BMP	L1
TOTAL	29				

* ALL ACRES COMPUTED BY GPS TRAVERSE

* BOUNDARIES OF HARVEST UNITS ARE POSTED AND PAINTED IN OR

SITE PREPERATION COSTS/ACRE

TREATMENT TYPE	DESCRIPTION	COST/ACRE
LS-LEVEL 1	0-12 TONS	\$30.00
MP-C-BMP	ALL LANDINGS	\$40.00

RSM = ROADSIDE

CDM = COMMERCIAL DENSITY MANAGEMENT

CT = COMMERCIAL THIN

CC = CLEARCUT

T = TRACTOR

LS= LOP AND SCATTER

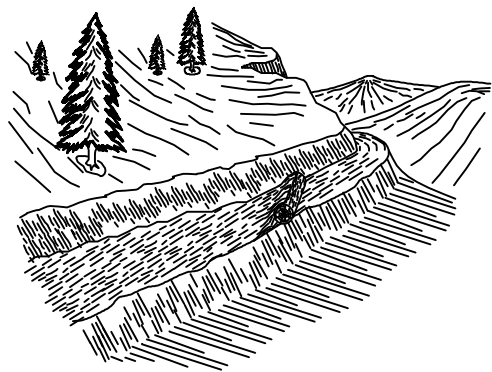
L1= LEVEL 1

MP-C-BMP= MECHANICAL PILE, COVER, BURN MECHANICAL PILES

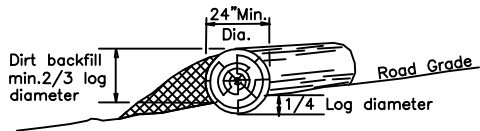
TOTAL TIMBER SALE UNIT AREA: 29 ACRES

RESERVE AREA: 131 ACRES

TOTAL CONTRACT AREA: 160 ACRES

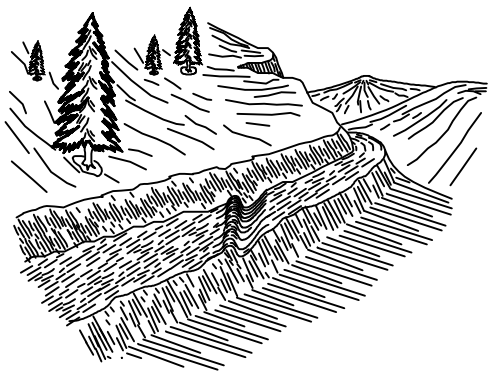
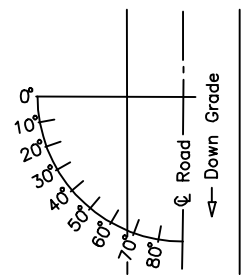


LOG BARRICADE

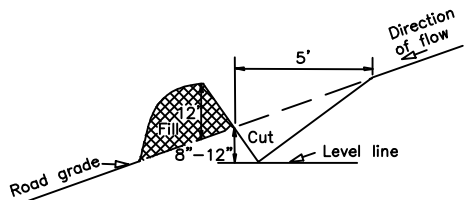


- 1. LOG BARRICADE SHALL BE CONSTRUCTED AS SHOWN ABOVE.
- 2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
- 3. ALL BARRICADES SHALL BE SKEWED 30 DEGREES
- 4. THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.
- 5. THE MINIMUM SMALL END DIAMETER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

SKEW DIAGRAM



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.

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

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Non-segregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

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 bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the 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

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.

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-TS10-16
Sale Name Fortune Branch
Sale Notice (dated) 5/28/2010
BLM District Medford

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
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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 \$2,100.00 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	114	X	=	X	=
White Fir	MBF	85	X	=	X	=
Incense-cedar	MBF	11	X	=	X	=
Ponderosa pine	MBF	4	X	=	X	=
			X	=	X	=
Total		214	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	<i>(To be completed following oral bidding)</i>
	Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
	Title	Date
Submit bid, in <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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE
BIDDERS STATEMENT

The bidder represents that he ☐ is ☐ is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended.

(Date)

(Signature of Bidder)

Title 18 USC, sec. 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made,

the Self Certification Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be re-submitted to qualify for other set-aside sales offered on the *same* date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.