PROSPECTUS

GLENDALE RESOURCE AREA

Medford Sale # OR 110-TS 10-06 DOUGLAS MASTER UNIT March 25, 2010 (LS)

#1. MCGINDY THIN, (5810 JE) Douglas County, O&C

BID DEPOSIT REQUIRED: \$2,100.00

All timber designated for cutting in E1/2SE1/4 Section22, W1/2SW1/4 Section 23, E1/2NE1/4, NE1/4SE1/4 Section 27, T.31 S., R. 4W., 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
3,953	359	847	Douglas-fir	433	42.20	\$20,351.00
232	7	19	Ponderosa Pine	10	21.10	\$211.00
4,185	366	866	Totals	443		\$20,562.00

^{*}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.

<u>TIMBER AUCTION LOCATION</u> – The timber auction will be held at the Grants Pass Interagency Office, located at 2164 NE Spalding Ave., Grants Pass, Oregon, at <u>9</u> a.m. on Thursday, <u>March 25th, 2010</u>.

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.

<u>CRUISE INFORMATION</u> - The Douglas-fir has been cruised using the 3-P sampling method to select sample trees. Maps showing the location and description of these sample trees are available at the Grants Pass Interagency Office.

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

The volume of all other species in this sale has been derived from individual tree measurements taken during a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs. Approximately 0 trees which are considered to be 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 12.5 inches DBHOB; the average gross merchantable log contains 36 bd. ft.; the total gross volume is approximately 464 M bd. ft; and 95% recovery is expected. Average DF is 12.6 inches DBHOB; average gross merchantable log DF contains 37 bd. ft.

<u>LOG EXPORT AND SUBSTITUTION RESTRICTIONS</u> - 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.

<u>CUTTING AREA</u> – 2 units containing 47 acres must be partial cut.

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

ACCESS - Access to the sale area is available via

- (A) (X) a public road through the contract area;
- (B) (X) an existing BLM road.

<u>ROAD MAINTENANCE</u> - The Purchaser will be required to maintain all of the roads which he constructs plus 3.88 miles of existing BLM road. The Purchaser will be required to pay a rockwear fee of \$401.09 for the use of these roads.

<u>SOIL DAMAGE PREVENTION</u> - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated in Units any tractor-type logging equipment between October 15th of one calendar year and May 15th of the next calendar year. The Purchaser may request a waiver if soil moisture conditions permit. The Authorized Officer may revoke the waiver at any time.

<u>EQUIPMENT REQUIREMENTS</u> – A 40 foot tower and 600 foot cable capacity; lateral yarding capability of 75 feet, with one end suspension of logs during inhaul. Yarding tractor will not exceed nine (9) feet in width and must be capable of bull-lining 75ft.

<u>SLASH DISPOSAL</u> - Slash disposal will consist of 37 acres lop-and-scatter and 10 acres of landing pile burning.

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

- 1. Comply with the Endangered Species Act, or;
- 2. Comply with a court order, or;
- 3. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP."

"This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area."

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

OTHER -

No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.

A fiber optic cable runs along the BLM Road 31-4-27 road and must be protected during logging operations. Call prior to logging operations 1-800-332-2344.

This contract contains provisions, (L-25), for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: The designation and sale of additional timber, such as skid, corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; Sale of additional timber volume at current fair market value where the species of trees are not representative of the forest stands being thinned;

Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; The use of unilateral modifications executed by BLM for such additional (replacement) timber; Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Grants Pass travel North on I-5. Take exit 88. Turn right on Upper Cow Creek Rd. heading towards Galesville Reservoir. Take a left on BLM road 31-4-27.

<u>ENVIRONMENTAL ASSESSMENT</u> - A Categorical Exclusion Review(DOI-BLM-OR-M080-2009-0002-CX) was prepared for this sale, and it was determined that the proposed action is in accordance with the approved land use plan. This document is available for inspection as background for this sale at the Grants Pass Interagency Office.

OR110-5409-11 (2008)

THIS IS A SALE PROSPECTUS ONLY – Attachments may not include all exhibits referred to in the contract. The complete contract, including all exhibits is available for inspection at the Grants Pass Interagency Office and Medford District Office.

Seasonal Restriction Matrix

McGindy Thin T.S. OR110-TS10-06

	Allowed Operating Periods
1	Restricted Time Periods, may request waive

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Sale Area	Activity	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Units	Falling and Bucking*																								
1 and 2	Skyline Yarding*																								
	Tractor Yarding																								
	Hauling, Road Maint-																								
	enance, Renovation																								
	Winterizing, Rehabil-																								
	itation (skid trails,																								
	corridors, landings,																								
	temp routes)																								

^{*} Permitted year-round unless unnacceptable damage occures to residual trees or soil.

Culvert inlet cleaning in stream channels are restricted to low flow periods (generally June 15 through September 15).

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

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

- (1) <u>AR-2</u> All timber on the reserve area(s) shown on Exhibit A and all (blazed, painted, or posted) trees which are on or mark the boundaries of the reserve area(s), except approximately forty six (46) Douglas-fir trees marked for cutting heretofore by the Government with blue paint in the road prism of BLM Rd. 31-4-23.3 as shown on Exhibit A.
- (2) <u>IR-1</u> Approximately 826 Douglas fir trees and 650 Ponderosa Pine trees marked with orange paint in all harvest areas as shown on Exhibit A.
- (3) <u>IR-3M</u> 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.
- (4) <u>IR-3M</u> All conifer trees which are twenty (20) inches or greater D.B.H.O.B. in harvest units as shown on Exhibit A.
- (5) IR-6M All hardwood trees within harvest units shown on Exhibit A.
- (6) <u>IR-6M</u> All non-hazardous snags within harvest units shown on Exhibit A.

Section 41

(A) Log Exports

(1) <u>LE-1</u> All timber sold to the Purchaser under the terms of this contract is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and threequarters (834) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, 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 threequarters (834) inches in thickness or less; (6) shakes and shingles.

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

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

- (a) Date of last export sale.
- (b) Volume of timber contained in last export sale.
- (c) Volume of timber exported in the past twelve (12) months from the date of last export sale.
- (d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
- (e) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- (f) 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 Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.
- (h) 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 a form specified by the Authorized Officer and furnish the information to the Authorized Officer.
- (i) 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.
- (j) Unless otherwise authorized in writing by the Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of each log bolt or other roundwood and identify each of these by painting with highway yellow paint.
- (k) 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) <u>L-1</u> 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) <u>L-3</u> 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) <u>L-7MC</u> 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.

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

Designated Area	Yarding Requirements or Limitations
CABLE UNITS CONT. 1, and 2	No landing shall be located within 100 feet of streams, landings located within 200 feet of streams (riparian reserve) shall be located within the road prism. Landings located within 400 ft of McGinnis creek, as shown on Exhibit A, shall be located within the road prism. Directional falling to lead will be required.
TRACTOR UNITS 1, and 2	Whole tree yarding or yarding with tops attached to the last log is required in all tractor units. 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 twelve (12) feet on average per unit.
	Existing Skid roads will be used when possible provided the road itself is less than 35% slope. New skid roads will be placed at least one hundred fifty (150) feet apart where topography will allow. New skid roads must be located on ground less than thirty-five 35% slope.
	Yarding tractors will operate only on tractor skid roads approved by the Authorized Officer.
	Landing size shall not exceed one-quarter (1/4) acre.
	No landing shall be located within 100 feet of streams, landings located within 200 feet of streams (riparian reserve) shall be located within the road prism. Landings located within 400 ft of McGinnis creek, as shown on Exhibit A, shall be located within the road prism.
	Directional falling to lead will be required.
	The use of blades while tractor yarding will be limited, equipment shall walk over as much ground litter as possible.

- (4) <u>L-</u>18 No tractor logging shall be conducted on the harvest units between October 15th of one calendar year and May 15th of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are conducive to prevent excess compaction, 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) <u>L-18</u> No hauling, road renovation or maintenance shall be conducted on haul routes between October 15th of one calendar year and May 15th of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If road conditions are adequately dry, the Contracting Officer may approve a conditional waiver. If continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade, road drainage causing a visible increase in stream turbidities, surface rutting, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events occur, resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
- (6) <u>L-23</u> Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the 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.
- (7) <u>L-25</u> Before cutting and removing any trees necessary to facilitate logging in the sale units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met:
 - (a) All skid roads and cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contact and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees,

however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road, and/or cable yarding road shall be limited to twelve (12) feet.

- (b) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with a color of paint to be determined at the Prework conference, by the Authorized Officer, above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.
- (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section. 9 of the contract; or, the Authorized Officer determines that Incense Cedar trees otherwise reserved in Section 40 of the contract or any tree that exceeds 20 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.
- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
- (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral

modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

- (f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription(s). The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (8) <u>L-28</u> In cable yarding areas as shown on Exhibit A, the Purchaser shall make cable yarding road changes by completely spooling the cables and restringing the layout from the head spar to the new tailhold to protect advance reproduction and/or reserve trees and snags present on these areas.

(C) Road Construction - Maintenance – Use

- (1) RC-1a The Purchaser shall construct, 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) <u>RC-1b</u> 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 on road maintenance/renovation until receiving written notice to do so from the Authorized Officer or as specified in Exhibit C. Work shall be commenced no later than 3 days after such notice, and shall be completed within five months after such notice.
- (4) <u>RC-1f</u> Upon completion of logging operations and slash disposal of Unit 1, Temp Route 1a shall be scarified for the full length in strips not more than 36 inches in

width to a minimum depth of 12 inches, provided that no scarification shall be required where the road traverses rock outcroppings. Water bars shall be constructed every 150 feet. Barriers shall be constructed so as to prevent further use of the road by vehicles.

(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 and/or the hauling of rock as required in Exhibit C, provided that the Purchaser comply with the conditions set forth in Section 41(C)(8) and pay the required rock wear obligation described in Section 41(C)(7). 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
31-4-23.2	0.51	BLM	ASC
31-4-23.3	0.39	BLM	ASC
31-4-27.0 B	2.36	BLM	ABC
31-5-35.0 N	0.55	BLM	ABC
Temp Route 1a	0.07	BLM	NAT

- (6) RC-2b With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on roads included in Section 41 (C)(5) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (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 Four Hundred one and 09/100 dollars (\$401.09) 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) <u>RC-2h</u> 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-3c The Purchaser agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.
- (11) 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.

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

Details shall include:

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) <u>E-1</u> 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) <u>E-1</u> 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) <u>E-1</u> 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) <u>E-1</u> 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) <u>E-2</u> 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.
- (6) <u>E-3</u> If, in connection with operations under this contract, the Purchaser, their contractors, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.
- (7) <u>E-4</u> The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (2) when, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (3) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 Special Status Species Management have been identified, and a determination is made that continued operations would affect the species or its habitat, or;

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

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

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

(E) Miscellaneous

- (1) M-1 The Purchaser agrees that the United States, its power permittees, lessees, and licensees, shall not be responsible or held liable or incur any liability for the damage, destruction or loss of any land, crops, facility installed or erected, income, or other property or investment resulting from the use of such lands or portions thereof for power developments at any time where such power development is made by or under the authority of the United States.
- (2) M-2 The Government at its option may check scale any portion of the timber removed from the contract area. The Purchaser hereby agrees to make such contract timber available for scaling at a location designated by the Authorized Officer. In the event that BLM elects to check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled, the purchase price of this contract shall be reduced by three hundred thirty two and 25/100's (332.25). In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of three hundred thirty two and 25/100's (332.25) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling.

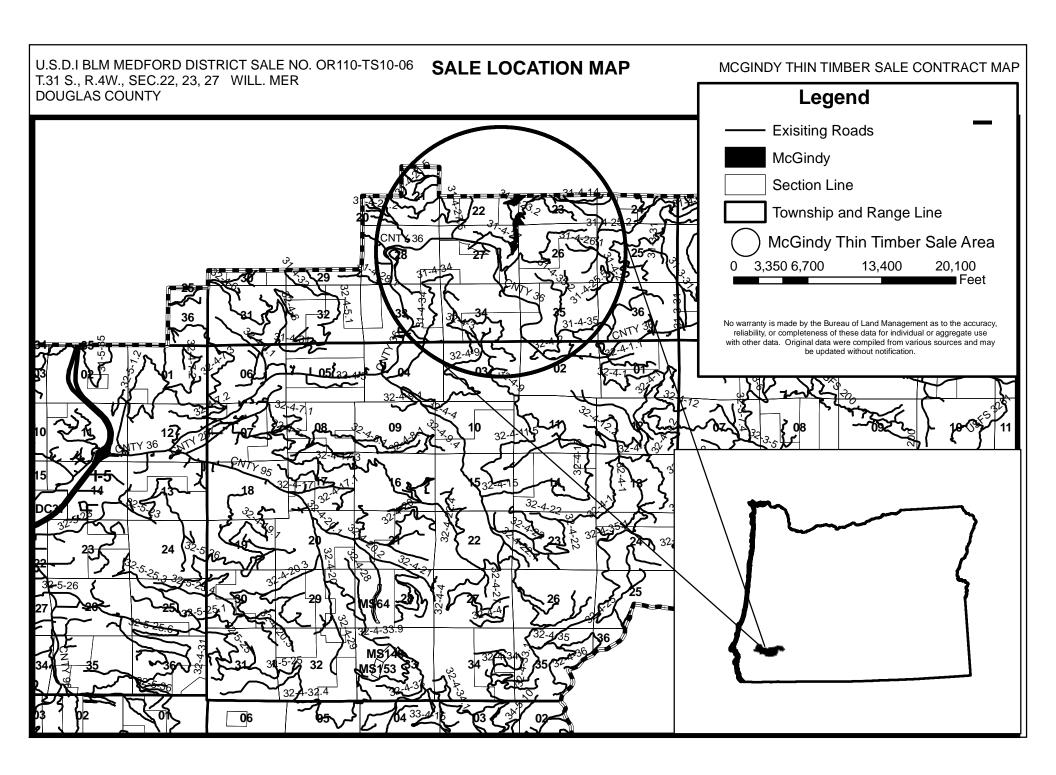
(F) Fire Prevention and Control

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

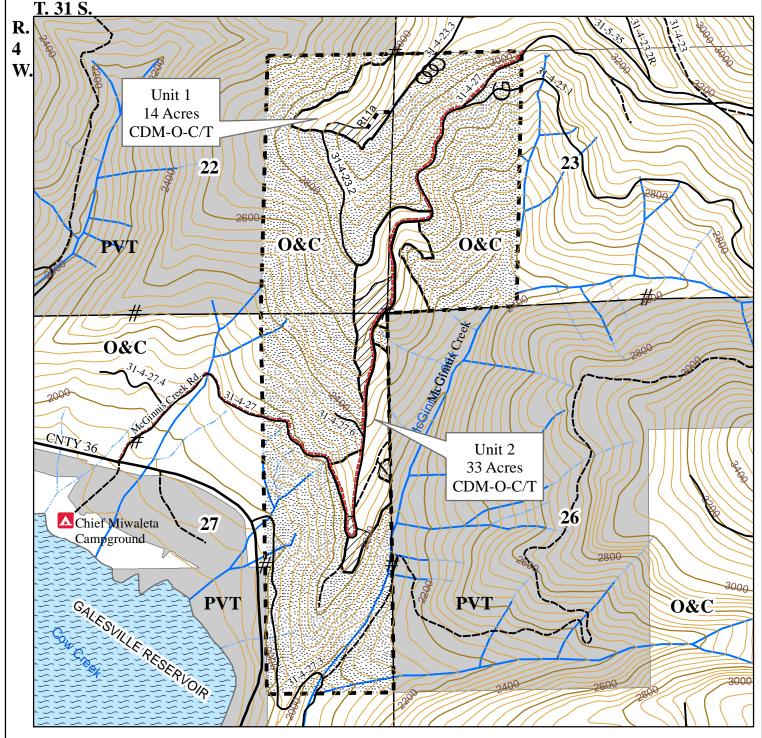
- (a). Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
- (b). Provide and 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 (¾) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
 - ii. <u>F-2b</u> 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. <u>F-2d</u> 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. <u>F-2e</u> 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. <u>F-2g</u> 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.
- ix. <u>F-5</u> Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

- (G) Slash Disposal and Site Preparation
 - (1) <u>SD-1:Fire Hazard Reduction</u>. 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
- (1) Certification of Non-segregated Facilities attached hereto and made a part hereof



U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 110-TS10-06 T.31 S., R4 W., SEC. 22, 23, 27 WILL. MER. MCGINDY THIN TIMBER SALE DOUGLAS COUNTY TIMBER SALE CONTRACT MAP CONTRACT NO. OR 110-TS10-06 EXHIBIT A PAGE 1 OF 3



1 inch = 1,000 feet 40' CONTOUR INTERVAL

0 550 1,100 2,200 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. 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 U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 110-TS10-06 T.31 S., R4 W., SEC. 22, 23 & 27 WILL. MER. MCGINDY THIN TIMBER SALE DOUGLAS COUNTY

TIMBER SALE CONTRACT MAP CONTRACT NO. OR 110-TS10-06 EXHIBIT A PAGE 2 OF 3

Legend

,	McGindy Contract Area Boundary	Exist	ing Road
	McGindy Thin T.S. Unit	Surfa	сеТуре
	Tractor		Paved
	Reserve Area		Rocked
	Section		Natural Surface
	Intermediate 40' Contour		Route 1a (decommission)
	Index 200' Contour	Ŋ	Gate
Own	ership	Strea	ım
	BLM		Intermittent
	Non-Federal		Perennial
O&C	BLM O&C	\	Seep
PVT	Private Ownership	A	Campground
		#	Existing Corner
0	Roadside Blue Mark Trees		
	Fiber Optic Cable		

SUMMARY

	COMMERCIAL DENSITY MANAGEMENT-	
CDM-O-C/T	ORANGE MARK LEAVE TREE- CABLE YARD	47 ACRES
	AND TRACTOR YARD (UNITS 1 & 2)	
RS-B-T	ROADSIDE CLEARING- BLUE MARK- TRACTOR	
K3-D-1	YARD	
	TOTAL TIMBER SALE UNIT AREA	47 ACRES
	RESERVE AREA	233 ACRES
	TOTAL CONTRACT AREA	280 ACRES

U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 110-TS10-06 T.31 S., R.4 W., SEC. 22, 23 & 27 WILL. MER. MCGINDY THIN TIMBER SALE DOUGLAS COUNTY

TIMBER SALE CONTRACT MAP CONTRACT NO. OR 110-TS10-06 EXHIBIT A PAGE 3 OF 3

Legend

UNIT	GPS Acres	HARVEST TYPE	PAINT COLOR	LOGGING SYSTEM
1	14	CDM	О	C/T
2	33	CDM	О	C/T
RS		CC	В	T
TOTAL	47			

^{*} ALL ACRES COMPUTED BY GPS TRAVERSE

RS = ROADSIDE

CDM = COMMERCIAL DENSITY MANAGEMENT

CC = CLEARCUT

C= CABLE

T = TRACTOR

O = ORANGE PAINT (LEAVE TREE MARK)

B = BLUE PAINT (CUT TREE MARK)

^{*} BOUNDARIES OF HARVEST UNITS ARE POSTED AND PAINTED IN ORANGE



United States of America

Department of the Interior

Bureau Of Land Management

Timber Sale Appraisal

District: Medford

Sale Name: McGindy Thin

Sale Date: 03/25/2010

Appraisal Method: 16' MBF

Contract #: TS 10-06

Job File #: M11252

Master Unit: Josephine

Planning Unit: Glendale

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

Timber - Sale - Summary

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	31S	4W	22	E1/2SE1/4
O&C	31S	4W	23	W1/2SW1/4
O&C	31S	4W	27	E1/2NE1/4, NE1/4SE1/4

Cutting	Volume ((16' MBF)
---------	----------	-----------

Unit	DF	PP				Total	Regen	Partial	ROW
1	156					156		14	
2	277	10				287		33	
Totals	433	10				443	0	47	0

Totals 433 10					443	0	47	7
Logging Costs per 16' M	BF			F	Profit & Risk			
Stump to Truck	\$ 179.29		Total Profit &		_		8 %	
Transportation	\$ 28.57		Basic Profit &	& Risk	7 % + Addition	al Risk I	%	
Road Construction	\$ 24.35		Back Off				0 %	ó
Road Amortization	\$ 0.00			T	Tract Feature	es		
Road Maintenance	\$ 9.51		Avg Log	Douglas-fi	ir : 27 hf	A 11	36 bf	
Other Allowances:							95 %	
	\$6.90		Recovery	Douglas-fi				
Fuels Treatment			Salvage	Douglas-fi	ir : 0 %	All	0 %	
Misc	\$2.31		Avg Volume	(16' MBF p	er Acre)		9)
Other Costs	\$7.16		Avg Yarding	Slope			30) %
Total Other Allowances :	\$ 16.37		Avg Yarding	Distance (fee	et)		150)
			Avg Age				45	5
			Volume Cabl	le			79	%
			Volume Grou	ınd			21	%
			Volume Aeria	al			0) %
			Road Constru	action Station	ns		0.00)
			Road Improv	ement Station	ns		0.00)
			Road Renova	tion Stations			0.00)
			Road Decom				0.00)
				(Cruise			
			Cruised By			Caulfield	l, Dowding,	
			Date				10/01/2009)
T - II C - 1(I) (DF		20.10	Type of Cruis	se			3P, 100%)
Total Logging Costs per 16' MBF	\$ 258	8.10	County, State)		I	Oouglas, OR	1
Utilization Centers Center #1 : Glendale	s 16 Mile	es		N	Net Volume			
Center #2	0 Mile	es	Green (16' M	BF)			443	3
Weighted distance to Utilization Centers		16	Salvage (16' l	· ·			0.00)
Length of Contrac	t		., (•				

Total Logging Costs per 16' MBF	\$ 258.10	Type of Cruise	3P, 100%
Total Logging Costs per To WiBr	3 250.10	County, State	Douglas, OR
Utilization Centers Center #1 : Glendale	16 Miles	Net Volume	
Center #2	0 Miles	Green (16' MBF)	443
Weighted distance to Utilization Centers	16	Salvage (16' MBF)	0.00
Length of Contract			
Cutting and Removal Time	36 Months	Douglas-fir Peeler	0.00
Personal Property Removal Time	1 Months	Export Volume	0
		Scaling Allowance (\$0.75 per 16' MBF)	\$332.25

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

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	3,953	433	331.64	26.53	258.10			47.00	20,351.00
PP	232	10	210.95	16.88	258.10			21.10	211.00
Totals	4,185	443							\$ 20,562.00

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				28.0	61.0	11.0
Ponderosa Pine				4.0	57.0	39.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		
Ponderosa Pine		

Appraised By: Dowding, Kent **Date:** 10/14/2009

Area Approval By: Caulfield, Dave Date: 12/22/2009

District Approval By: Date:

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Prospectus

Appraisal Method: (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	3,953	433	359	847
Ponderosa Pine	232	10	7	19
Total	4,185	443	366	866

All Species

Gross	Number	Avg bf Volume		Gross Merch	Merch	Avg bf Gross
Volume	Trees	Per Tree	DBH	Volume	Logs	Merch Log
464	4,185	110	12.5	463	12,695	36

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
12,695	58	12,753	3	443	464	95 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
453	3,953	114	12.6	453	12,350	37

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
12,350	39	12,389	3	433	453	96 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		14		14
2		33		33
Totals :		47		47

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

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	433		
Ponderosa Pine	10		
Sale Totals	443		

Unit Details (16' MB)

Unit 1 14 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	156		
Unit Totals	156		

Unit 2 33 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	277		
Ponderosa Pine	10		
Unit Totals	287		

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

Sale Volume Totals

47 Acres	0 Regen	47 Partial	0 R/W	2 Units
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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	3,953	12,350	39	433	453	453	359	376	376	847	881	882
Ponderosa Pine	232	345	19	10	10	11	7	8	8	19	20	20
Totals	4,185	12,695	58	443	463	464	366	384	384	866	901	902

Unit Totals

Unit: 1		14 Acres		0 Reg	en	14 Partial	0 R/W	
	SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net	
	Douglas-fir	1,485	4,439	14	163	163	156	
	Unit Totals	1,485	4,439	14	163	163	156	

nit: 2	33 Acre	s	0 Reg	en	33 Partial	0 R/W
SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	2,468	7,911	25	290	290	277
Ponderosa Pine	232	345	19	11	10	10
Unit Totals	2,700	8,256	44	301	300	287

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

Total (16' MBF)

Total Stump to	Net	Cost / Net
Truck Costs	Volume	Volume
\$79,424.92	443	\$179.29

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Short Twr<40	mbf	367	\$188.20	\$69,069.40
Track Skidder	mbf	96	\$107.87	\$10,355.52
Subtotal				\$79,424.92

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Subtotal				

Additional Move-Ins

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

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Other Allowances Costs

Total (16' MBF)

Total Other	Net	Cost / Net	Total Buy Out	
Allowances Costs	Volume	Volume *	Cost	
\$7,253.41	443	\$16.37		

Fuels Treatment

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Lop and Scatter-Lvl 1	1,248.00	2.82	N	0.00
Lop and Scatter-Lvl 1	1,410.00	3.18	N	0.00
Hand Pile Brn-Level 1	400.00	0.90	N	0.00
Subtotal	3,058.00	6.90		0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Directional Falling	1,023.41	2.31		0.00
Subtotal	1,023.41	2.31		0.00

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Ripping	150.00	0.34	N	0.00
Skid Construction	150.00	0.34	N	0.00
Waterbar Skids	600.00	1.35	N	0.00
Stream and Culvert Cleaning	128.00	0.29	N	0.00
Barricades	75.00	0.17	N	0.00
Landing Clean up	450.00	1.02	N	0.00
Temporary Spur Construction	300.00	0.68	N	0.00
Landing Construction	900.00	2.03	N	0.00
Hand Seeding @ 17 lb seed per hour	83.00	0.19	N	0.00
Mulching (2 hours/5 bales)	208.00	0.47	N	0.00
Equipment Washing	128.00	0.29	N	0.00
Subtotal	3,172.00	7.16		0.00

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

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Medford McGindy Thin TS 10-06

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

General
Yarding & Loading
Road Costs
(see Engineering Appraisal for details).
Transportation
(see Transportation appendix for details).
Other Allowances
Landing Pile Burning is labled Hand Pile Brn-level 1.
Prospectus

Printed: 2/22/2010 4:14:00PM Page 9 of 9

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT

MCGINDY THIN TIMBER SALE TRACT NO. 10-06

Project

EXHIBIT C _1_ SHEET _1_ OF _1_

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Exhibit No.	Description		
C1	TITLE SHEET		
C2	ROAD LOCATION MAP		
C3	ESTIMATE OF QUANTITIES		
C4	SPECIFICATION SHEET		
C5	TYPICAL ROAD DATA SHEET		
C6	ROADSIDE BRUSHING DETAIL		
C7	ROAD RENOVATION WORKLIST		
C8	WRITTEN SPECIFICATIONS		
C9	SPECIAL PROVISIONS		
D1	ROAD MAINTENANCE SPECIFICATIONS		
D2	ROAD MAINTENANCE MAP		



REV.	NO.	DESCRIPTION	DATE	APPROV.

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

TITLE SHEET

DESIGNED REVIEWED				
APPROVED DRAWN:	JAB	SCALE AS SHOWN		
DATE DEC	2009	SHEET 1 OF 1		
DRAWING NO	DRAWING NO. OR 11 0117.4.1			

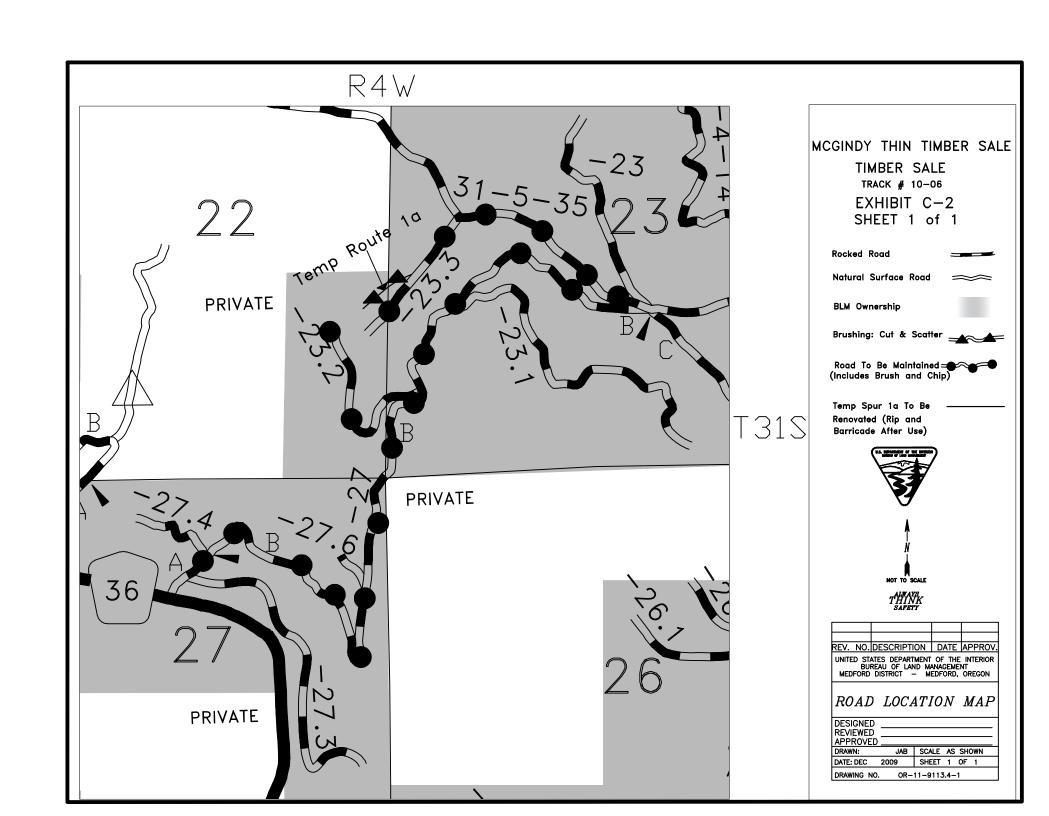


EXHIBIT C _3_ SHEET _1_ OF _1_

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SPECIFICAT	ON NO.		-	200	300	300	400	400	400	400	400	400	400		500			700	1000	1200		1800		
UNIT-	MP	MP	MILE	ACRE	C.Y.	C.Y.	L.F.	L.F.	L.F.	L.F.	EA.	L.F.	L.F.		MILE	EA.		C.Y.	C.Y.	C.Y.	C.Y.	ACRE	MILE	
31-4-23.2	0.00	0.51	0.51												0.51								0.51	
31-4-23.3	0.00	0.39	0.39												0.39								0.39	
31-4-27.0	0.00	2.36	2.36												2.36								2.36	
31-5-35.0	0.00	0.55	0.55												0.55								0.55	
Temp Route 1a	0.00	0.07	0.07												0.07							1	0.07	0.07
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ITEM 900 ITEM 1000

ITEM 1200

SIZE	<u>GRADE</u>	SIZE	<u>GRADE</u>	SIZE	GRADE
4 inch 3 inch 2 inch 1/2 inch	A B C D	3 inch 2 inch 1 1/2 1 inch	A,F B,C,G inch D E		C,C-1 D,F E,E-1



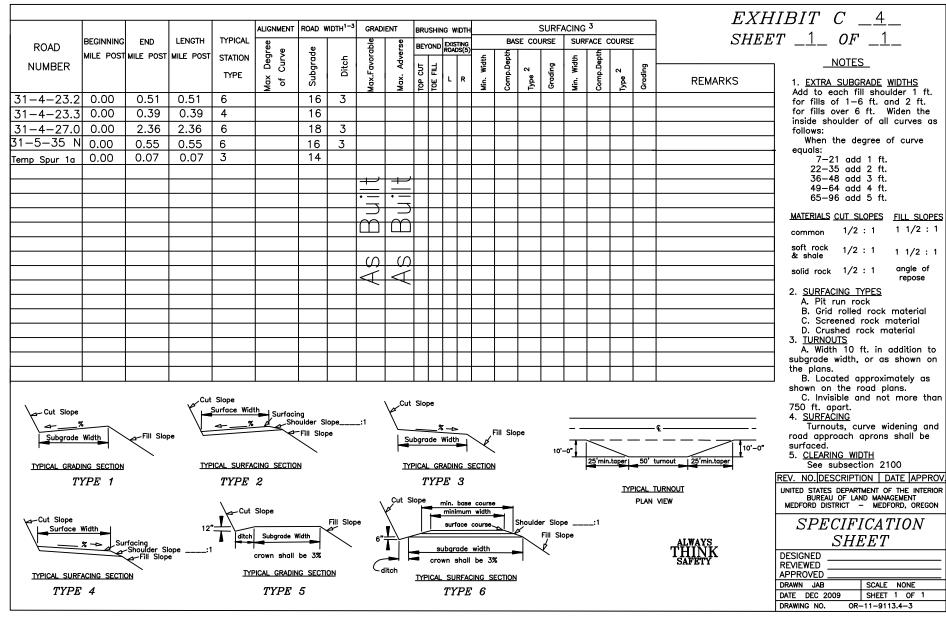
REV. NO. DESCRIPTION DATE APPROV. UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT — MEDFORD, OREGON

ESTIMATE OF QUANTITIES*

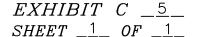
DESIGNED <u>Jeff Brown</u> REVIEWED APPROVED DRAWN JAB SCALE NONE DATE DEC 2009 SHEET 1 OF 1 DRAWING NO. OR-11-9113.4-2

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

1



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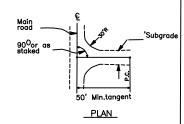


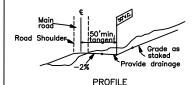
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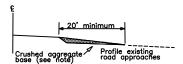
SCALE NONE

DATE DEC 2009 SHEET 1 OF 1
DRAWING NO. OR-11-9113.4-4

TYPICAL ROAD APPROACHES







TYPICAL SURFACING SECTION

NOTES:

- 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.
- The crushed aggregate base shall be of the same gradation as used in the adjacent roadbed.
- Approaches shall be finished with the same treatment as shown for the adjacent roadbed.

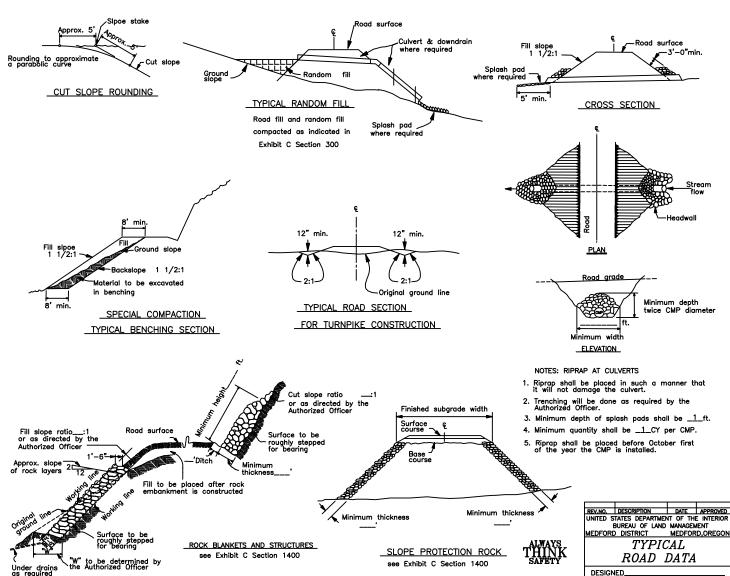
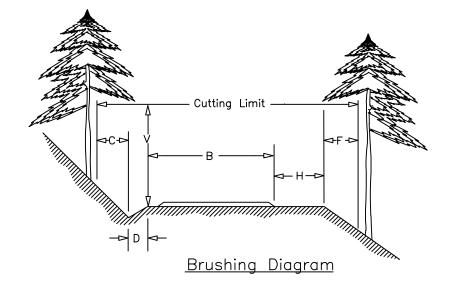


EXHIBIT C _6_ SHEET _1_ OF _1_



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

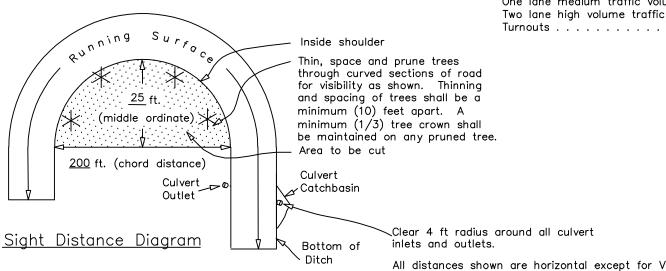
H = Variable distance between edge of traveled way and outside shoulder (does not include turnout widths)

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



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McGindy Thin Timber Sale Road Maintenance Worklist

31-4-23.2 (McGinnis Switch Road)

<u>MP</u>	Tasks
0.00	Begin road renovation. Begin roadside brushing and chipping. Brush all culvert inlets and outlets. Clean all culvert catch basins and place debris downslope of ditch dam location. Begin blading road. Clean ditchline for entire road.
0.06	Existing 18" CMP w/ a half round down spout.
0.25	Existing 18" CMP.
0.32	Existing 18" CMP.
0.44	Existing 18" CMP.
0.51	End of Road. End road renovation.
	31-4-23.3 (McBrady Divide 2 Road)
<u>MP</u>	Tasks
0.00	Begin road renovation including roadside brushing and chipping and blading road.
0.03	Reshape existing waterdip.
0.07	Reshape existing waterdip.
0.16	Reshape existing waterdip.
0.38	Reshape existing waterdip.
0.39	End of road. End road renovation.
	31-4-27.0 (McGinnis Creek Road)
<u>MP</u>	Tasks
0.00	Begin road renovation. Begin roadside brushing and chipping. Brush all culvert inlets and outlets including cleaning out debris from half round downspouts. Clean all culvert catch basins place debris downslope of ditch dam location. Begin blading road.
0.01	Existing 18" CMP.
0.13	Jct w/ 31-4-27.4 Left.
0.25	Existing 36" CMP.
0.40	Existing 24" CMP.
0.50	Existing 18" CMP w/ a half round down spout.
0.54	Remove soil and rock debris from ditchline.
0.57	Existing 18" CMP w/ a half round down spout.
0.59	Remove soil and rock debris from ditchline.
0.61	Existing 18" CMP.
0.68	Existing 18" CMP w/ a half round down spout.
0.73	Begin removing debris from ditchline to M.P. 0.76.
0.76	Existing 18" CMP w/ a half round down spout.
0.81	Punch ditchline through berm on left hand side.
0.95	Jct w/ 31-4-27.6 Left.

- 0.96 Begin removing debris from ditchline to M.P. 0.98.
- 1.01 Existing 18" CMP.
- 1.17 Existing 18" CMP w/ a half round down spout.
- 1.25 Existing 18" CMP w/ a half round down spout.
- 1.36 Existing 18" CMP.
- 1.44 Remove soil and rock debris from ditchline.
- 1.49 Jct w/ 31-4-23.3 Left.
- 1.50 Existing 18" CMP.
- 1.58 Existing 18" CMP.
- 1.58 Begin removing debris from ditchline to M.P. 1.63.
- 1.65 Existing 18" CMP.
- 1.72 Begin removing debris from ditchline to M.P. 1.77.
- 1.75 Jct w/ 31-4-23.1 Right.
- 1.79 Existing 18" CMP.
- 1.79 Begin removing debris from ditchline to M.P. 1.82.
- 1.82 Existing 18" CMP.
- 1.88 Begin removing debris from ditchline to M.P. 1.92.
- 1.92 Existing 18" CMP.
- 1.97 Existing 18" CMP.
- 1.97 Begin removing debris from ditchline to M.P. 2.01.
- 2.02 Existing 18" CMP.
- 2.03 Begin removing debris from ditchline to M.P. 2.06.
- 2.06 Existing 18" CMP.
- 2.06 Begin removing debris from ditchline to M.P. 2.11.
- 2.16 Existing 18" CMP.
- 2.24 Existing 18" CMP.
- 2.24 Begin removing debris from ditchline to M.P. 2.34.
- 2.36 Jct w/ 31-5-35 Left and 31-9-23 Left. End road renovation.

31-5-35 (Skyline Ridge Road)

MP Tasks

- 0.00 Begin road renovation. Begin roadside brushing and chipping. Brush all culvert inlets and outlets including cleaning out debris from half round downspouts. Clean all culvert catch basins.
- 0.12 Existing 18" CMP.
- 0.13 Jct w/ unknown road right.
- 0.49 Remove soil, rock and woody debris from ditchline.
- 0.55 Jct w/ 31-4-23.3 Left. End road renovation.

Temp Route 1a

MP Tasks

- 0.00 Begin road renovation including roadside brushing and blading. Rip, barricade seed, and mulch road after use.
- 0.07 End road renovation.

 $\begin{aligned} & EXHIBIT \ C-8 \\ & Sale \ Name: \ McGindy \ Thin \end{aligned}$

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

ROAD SPECIFICATIONS

INDEX

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

Page 2 of 9

GENERAL - 100

*101 - Prework Conference(s):

A prework conference will be held prior to the start of renovations, improvements, reconstruction, 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 Prework conference shall be scheduled at the work site before operations begin.

*102 - Definitions:

<u>AASHTO</u> - 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.

<u>Base Course</u> - 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

<u>Borrow</u> - Excavated material required for embankments and other portions of the work.

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

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

<u>Embankment</u> - A structure of soil, aggregate, or rock material placed on a prepared ground surface and constructed to subgrade. <u>End Haul</u> - Excavated material moved, other than by dozer, to an embankment or waste area to prevent sidecasting material outside of the road prism.

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

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

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

<u>Pioneer Road</u> - Temporary construction access built along the route of the project.

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

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

<u>Reasonably Close Conformity</u> - Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. <u>Roadbed</u> - The graded portion of the road within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

<u>Road Centerline</u> - Longitudinal center of roadbed.

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

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

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

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

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

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

Spalls - Flakes or chips of stone.

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

Page 4 of 9

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

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

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

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

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

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

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

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

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

RENOVATION OF EXISTING ROADS - 500

- *501 This work shall consist of reconditioning and preparing the roadbed and shoulders, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications, as shown on the plans, and as marked on the ground with stakes.
- 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(s):

Road No.	From M.P.	<u>To M.P.</u>
31-4-23.2	0.00	0.51
31-4-23.3	0.00	0.39
31-4-27.0	0.00	2.36

31-5-35.0	0.00	0.55
Temp Route 1a	0.00	0.07

- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- 506 The inlet and outlet ends of existing drainage structures at the following locations:

Road No.	From M.P.	<u>To M.P.</u>
31-4-23.2	0.00	0.51
31-4-23.3	0.00	0.39
31-4-27.0	0.00	2.36
31-5-35.0	0.00	0.55

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 designated 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.

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

Road No.	From Sta./M.P.	to Sta./M.P.
31-4-23.2	0.00	0.51
31-4-23.3	0.00	0.39
31-4-27.0	0.00	2.36
31-5-35.0	0.00	0.55
Temp Route 1a	0.00	0.07

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

The finished grading shall be approved in writing by the Authorized Officer three (3) days prior to surfacing operations.

WATERING - 600

*601 - This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds laying dust, or for other uses in accordance with these specifications.

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- *602 Water, when needed for compaction or laying dust, shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications, and for laying dust during work periods.
- *603 Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the roadbed.
- The Purchaser shall secure the necessary water permits and pay all required water fees for use of water source(s) elected by the Purchaser and approved by the Authorized Officer.

SOIL STABILIZATION - 1800

- *1801 This work shall consist of seeding and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications and as shown on the plans. This work is required for road acceptance under Section 18 of this contract.
- Soil stabilization work consisting of seeding and mulching shall be performed on disturbed 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 (of the same year)

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

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

EXHIBIT C – 8

Sale Name: McGindy Thin

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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 1 acres (See Special Provisions #3, Exhibit C-9, Page 1) 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 Provisions, Ex. 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.

- The Purchaser may reduce the application rate on partially covered sloped and no application on areas already well stocked with grass or on rock surfaces.
- 1816 The seed and mulch materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1816b.
- 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

Page 8 of 9

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.
- 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. Limbs shall be cut to within (1) inch of the trunk to produce a smooth vertical face. 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, to within (1) inch of the trunk to produce a smooth vertical face.
- 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 unless otherwise noted in Section 2113. Debris resulting from this operation not being chipped shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations.
- 2110 Vegetation (6) inches and smaller in diameter shall be chipped. Chips shall be scattered downslope from the roadway. Vegetation over (6) inches in diameter shall be disposed of by direction of the Authorized Officer.
- 2113 Roadside brushing shall be accomplished as shown on the plans and as listed below:

EXHIBIT C – 8

Sale Name: McGindy Thin

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Road No.	From Sta./M.P.	to Sta./M.P.	Comment
31-4-23.2	0.00	0.51	Cut & Chip
31-4-23.3	0.00	0.39	Cut & Chip
31-4-27.0	0.00	<u>2.36</u>	Cut & Chip
31-5-35.0	0.00	<u>0.55</u>	Cut & Chip
Temp Route 1a	0.00	0.07	Cut & Scatter

- 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.

EXHIBI	T C	- 9			
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Sheet	1	of	1	•	

SPECIAL PROVISIONS

- 1. Before beginning road renovation, construction, reconstruction, or surfacing operations for the first time or after a shutdown of seven or more days, the Purchaser shall notify the Authorized Officer of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer if they intend to cease operations for any period of 30 or more days.
- 2. The contractor shall protect and is responsible for any damage to existing telephone lines, transmission lines, fiber optic lines, fences, ditches, and other existing improvements as required in Section 14. Damage to utilities and existing improvements shall be promptly paid for or repaired to a condition which, in the opinion of the Authorized Officer, is at least as good as the condition just prior to such damage.
- 3. Purchaser shall apply native grass seed and Certified Weed Free straw mulch on all exposed soil for soil stabilization operations. BLM will furnish the native grass seed <u>if available</u>. Certified Weed Free straw mulch will be the responsibility of the contractor.
- 4. The Purchaser shall clean culvert inlets located in stream channels between **July 1** and **September 15** in accordance with Oregon Department of Fish and Wildlife (ODFW) instream work period guidelines.
- 5. Ensure that all large wood is retained in the stream channel during culvert cleaning activities by moving logs which had accumulated on the stream side of a culvert to the downstream side of the culvert.
- 6. Brushing:
 - a. All brush cutting will require Chipping except on Temp Route 1a.
 - b. All brush cutting will require **hand pruning** of limbs back to 1" of the bole or trunk of tree. Use of Excavators for brush removal will be at the discretion of the Authorized Officer (AO). **All culvert inlets and outlets shall be brushed for a radius of 4 feet.**

EXHIBIT D – 1 Sale Name: Page 1 of 6

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE SPECIFICATIONS

INDEX

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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-3) Special Provisions of this contract in accordance with Sections 3000, 3100, 3200, 3300 and 3400 of this exhibit.
- The Purchaser shall be required to provide maintenance on roads in accordance with Subsection* 3403, and 3404, and 3405, and 3406.
- The Purchaser shall maintain the cross section of existing dirt or gravelled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the standards required in Exhibit C of this contract.
- 3003 The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 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

- 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.
- The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 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.

- 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.
- 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.

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.

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

SEASONAL MAINTENANCE - 3200

- 3201 The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during nonhauling periods which occur between other operations on the contract area. This includes cross ditching, removing ruts or other surface irregularities and all other requirements specified in Section 3100.
- 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

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.

EXHIBIT D – 1 Sale Name: Page 5 of 6

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.

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.
- 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.

The Purchaser shall be required to furnish and apply nonsaline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one-half gallon per square yard of road surface travelled. Subsequent applications shall be made for each 40 MBF of timber or 120 cubic yards of rock hauled. Subsequent waterings may be done at a rate less than one-half gallon per square yard when a specified lesser rate is approved by the Authorized Officer.

EXHIBIT D – 1 Sale Name: Page 6 of 6

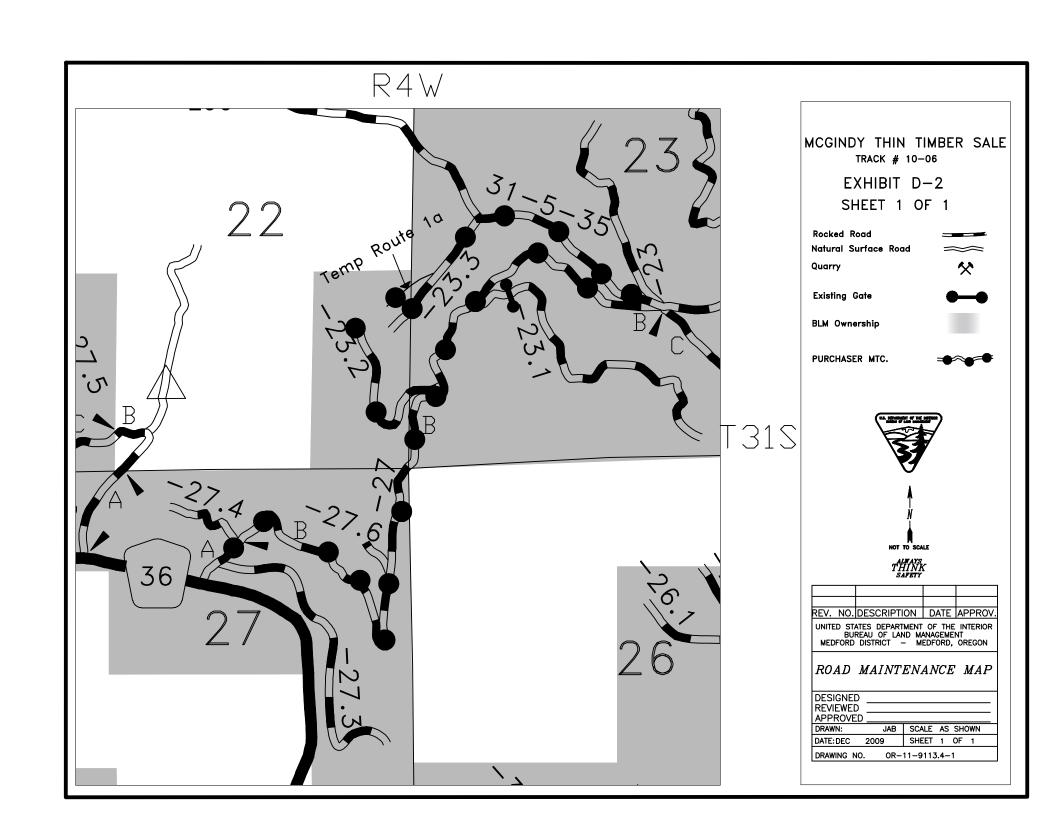
The following roads shall be watered:

Road Number Sta. M.P. Sta. M.P.

<u>31-4-27.0</u> <u>0+00</u> <u>40+00</u>

During drought periods when the transportation of water from the source to the road noted above exceeds 5 miles, a reduction shall be made in the total purchase price to reflect the additional haul or the substitution of other acceptable dust palliatives in lieu of watering, based on equipment rental rates from current BLM Timber Appraisal Production Cost Schedules.

- 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.



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Summary of All Roads and Projects T.S. Contract Name: McGindy Thin T.S. Sale Date: 01/2010 Prepared by: Brown Ph: Print Date: 12/8/2009 12:50:24 PM Construction: 204.87 sta (Surfaced 0.00 sta Natural 204.87 sta)	≥ 10/1/08
Improve: 0.00 sta Renov: 0.00 sta Decom: 0.00 sta Temp: 0.00 sta 200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf wt = 0 lbs DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation: Blading 3.81 mi	\$3,774.09
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 1.0 acres	\$470.45
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.5 acres	\$5,299.03
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. \$1,244.40 Surf. \$0.00	\$1,244.40
Quarry Development:	\$0.00
Total: 443 mbf @ \$24.35/mbf = Notes:	\$10,787.97

Quantities shown are estimates only and not pay items. Surfacing Quantities are COMPACTED in place cubic yards.

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: McGindy Thin T.S. Sale Date: 01/2010 Road Number: 31-4-23.2 Road Name: McGinnis Switch Road Construction: 0.51 mi 16 ft Subgrade 3 ft ditch T.S. Update	± 10/1/08
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation: Blading 0.51 mi	\$641.34
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$739.38
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. \$180.03 Surf. \$0.00	\$180.03
Quarry Development:	\$0.00
Total: Notes:	\$1,560.75

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards. Road Construction Worksheet

Road Number: 31-4-23.2 Road Name: McGinnis Switch

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: \$422.06/mi x 0.51 mi = \$215.25 Pull Ditches: \$140.69/mi x 0.51 mi = \$71.75 Clean Culverts: \$267.68/mi x 0.51 mi = \$136.52

Extra Grader Work

Motor Grader 14G 2 hr x \$108.91/hr = \$217.82

Subtotal: \$641.34

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Brushing and Chipping

Brush Chipper(to 16in log) 6 hr x \$63.17/hr = \$379.02

General Laborer 12 hr x \$30.03/hr = \$360.36

Subtotal: \$739.38

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:

Construction - 14.47% of total Costs = \$180.03

surfacing = 0% \$0.00

Subtotal: \$180.03

Road Number: 31-4-23.2 McGinnis Switch Continued

Quarry Development:

Subtotal: \$0.00

Total: \$1,560.75

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: McGindy Thin T.S. Sale Date: 01/2010 Road Number: 31-4-23.3 Road Name: McBrady Divide 2 Road Construction: 0.39 mi 16 ft Subgrade ft ditch T.S. Update	10/1/08
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$382.42
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$552.98
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. \$121.97 Surf. \$0.00	\$121.97
Quarry Development:	\$0.00
Total: Notes:	\$1,057.37

Notes:

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Road Number: 31-4-23.3 Road Name: McBrady Divide 2

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: $$422.06/mi \times 0.39 mi = 164.60

Extra Grader Work

Motor Grader 14G 2 hr x \$108.91/hr = \$217.82 Subtotal: \$382.42

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal:

\$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Brushing & Chipping

General Laborer 10 hr x \$30.03/hr = \$300.30Brush Chipper(to 16in log) 4 hr x \$63.17/hr = \$252.68

Subtotal: \$552.98

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:

Construction - 9.80% of total Costs = \$121.97

surfacing = 0% \$0.00

Subtotal: \$121.97

Quarry Development:

Subtotal: \$0.00

Road Number: 31-4-23.3 McBrady Divide 2 Continued

Total: \$1,057.37

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: McGindy Thin T.S. Sale Date: 01/2010 Road Number: 31-4-27.0 Road Name: McGinnis Creek Road Construction: 2.36 mi 18 ft Subgrade 3 ft ditch T.S. Update	e 10/1/08
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf wt = 0 lbs factor = 1.2 DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation: Blading 2.36 mi	\$2,293.59
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$2,969.96
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. \$686.32 Surf. \$0.00	\$686.32
Quarry Development:	\$0.00
Total: Notes:	\$5,949.88

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards. Road Construction Worksheet

Road Number: 31-4-27.0 Road Name: McGinnis Creek

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading: \$422.06/mi x 2.36 mi = \$996.06 Pull Ditches: \$140.69/mi x 2.36 mi = \$332.03 Clean Culverts: \$267.68/mi x 2.36 mi = \$631.72

Extra Road Work

Motor Grader 14G 2 hr x \$108.91/hr = \$217.82Backhoe 24 in 2 hr x \$57.98/hr = \$115.96

Subtotal: \$2,293.59

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Subtotal: \$0.00

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Brushing & Chipping

General Laborer 40 hr x \$30.03/hr = \$1,201.20

Brush Chipper(to 16in log) 28 hr x \$63.17/hr = \$1,768.76

Subtotal: \$2,969.96

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:

Construction - 55.15% of total Costs = \$686.32

surfacing = 0% \$0.00

Subtotal: \$686.32

Road Number: 31-4-27.0 McGinnis Creek Continued

Quarry Development:

Subtotal: \$0.00

Total: \$5,949.88

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: McGindy Thin T.S. Sale Date: 01/2010 Road Number: 31-5-35.0 Road Name: Skyline Ridge Road Road Construction: 0.55 mi 16 ft Subgrade 3 ft ditch T.S. Update	± 10/1/08
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation: Blading 0.55 mi	\$456.74
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$739.38
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. \$155.96 Surf. \$0.00	\$155.96
Quarry Development:	\$0.00
Total: Notes:	\$1,352.08

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards. Road Construction Worksheet

Quarry Development:

Road Number: 31-5-35.0 Road Name: Skyline Ridge Road Section 200 Clearing and Grubbing: Subtotal: \$0.00 Section 300 Excavation: Subtotal: \$0.00 Section 400 Drainage: Subtotal: \$0.00 Section 500 Renovation: Blading: \$422.06/mi x 0.55 mi = \$232.13 Pull Ditches: $$140.69/mi \times 0.55 mi = 77.38 Clean Culverts: $$267.68/mi \times 0.55 mi = 147.22 Subtotal: \$456.74 Surfacing: Subtotal: \$0.00 Section 1300 Geotextiles: Subtotal: \$0.00 Section 1400 Slope Protection: Subtotal: \$0.00 Section 1800 Soil Stabilization: Subtotal: \$0.00 Section 1900 Cattleguards: Subtotal: \$0.00 Section 2100 Roadside Brushing: Brushing & Chipping General Laborer 12 hr x \$30.03/hr = \$360.36Brush Chipper(to 16in log) 6 hr x \$63.17/hr = \$379.02Subtotal: \$739.38 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: Construction - 12.53% of total Costs = \$155.96 surfacing = 0% \$0.00

Subtotal:

Subtotal:

\$155.96

\$0.00

Road Number: 31-5-35.0 Skyline Ridge Road Continued

Total: \$1,352.08

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: McGindy Thin T.S. Sale Date: 01/2010 Road Number: Temp Route 1a Road Name: Road Construction: 0.07 mi 14 ft Subgrade ft ditch T.S. Update	: 10/1/08
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 1.0 acres	\$470.45
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.5 acres	\$297.33
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. \$100.11 Surf. \$0.00	\$100.11
Quarry Development:	\$0.00
Total: Notes:	\$867.89
NOCES.	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet		
Road Number: Temp Route 1a Road Name:		
Section 200 Clearing and Grubbing:	Subtotal:	\$0.00
Section 300 Excavation:	Subtotal:	\$0.00
Section 400 Drainage:	Subtotal:	\$0.00
Section 500 Renovation: Comment: Road is being appraised under Logging Costs	Culatata I :	40.00
Surfacing:	Subtotal:	\$0.00
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: \$470.45/acre x 1.00 acres = \$470.45		
Includes Small Quantity Factor of 1.54	Subtotal:	\$470.45
Section 1900 Cattleguards:	Subtotal:	\$0.00
Section 2100 Roadside Brushing: RoadSide Brushing Heavy: \$594.65/acre x 0.50 acres = \$297.33	Subtotal:	\$297.33
Section 2200 Surface Treatment:	Subtotal:	\$0.00
Section 2300 Engineering:		
	Subtotal:	\$0.00
Section 2400 Minor Concrete:		

Section 2300 Engineering:	Subtotal:	\$0.00
Section 2400 Minor Concrete:		

	Subtotal:	\$0.00
Section 2500 Gabions:		

Section 2300 Gabions.	Subtotal:	\$0.00
Section 8000 Miscellaneous:		

	Subtotal:	\$0.00
Mohilization:		

Construction -	8.04% of	total	Costs	=	\$100.11			
surfacing = 0%	\$0.00							
							Subtotal:	\$100.11

Quarry Development:		
	Subtotal:	\$0.00

Total: \$867.89

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Mobilization Costs - Construction and Surfacing

T.S. Contract Name: McGindy Thin T.S. Sale Date: 01/2010

Average Mobilization distance = 50 miles Factor = 1.00

Mobilization: Construction

Graders-all: 1 ea x (1.00 x \$304.00/ea + 40 mi x \$10.89/mi) = \$739.60 RTBackhoes 24/30: 1 ea x (1.00 x \$304.00/ea + 40 mi x \$5.02/mi) = \$504.80

Subtotal: \$1,244.40

Mobilization: Surfacing

Subtotal: \$0.00

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Summary of Construction Quantities

T.S. Contract Name: McGind	y Thin T.S	. Sale Da	te: 01/20	10		
Road Number Const 31-4-23.2 26.93 31-4-23.3 20.59 31-4-27.0 124.61 31-5-35.0 29.04 Temp Route 1a 3.70	Improv	Renov	Decomm	Temp		
Total Sta: 204.87						
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 Quanti	ties			
500 Renovation 31-4-23.2 31-4-23.3 31-4-27.0 31-5-35.0		Miles 0.51 0.39 2.36 0.55	Slide cy 0 0 0			
Extra Grader Work 31-4-23.2 Motor Grad	Totals:	3.81	0		2 h	ır
Extra Grader Work 31-4-23.3 Motor Grad Extra Road Work	er 14G				2 h	ır
31-4-27.0 Motor Grad					2 h	
Surfacing (Cubic Yards)						
	Totals:	0	0	0	0	
1300 Geotextiles	Totals:	No Quanti	ties			
1400 Slope Protection						
	Totals:	0				

8000 Miscellaneous

1800 Soil stabilization - Temp Route 1a	Totals:	Mulch 0.0 	Dry/with Mulch 1.0 1.0 or of 1.54	Hydro Mulch	
1900 Cattleguards	Totals:	No Quanti	ties		
2100 RoadSide Brushing Temp Route la		acres 0.5			
31-4-23.2 General La Brushing & Chipping 31-4-23.3 General La 31-4-23.3 Brush Chip Brushing & Chipping 31-4-27.0 General La 31-4-27.0 Brush Chip Brushing & Chipping	aborer aborer pper(to 16i aborer pper(to 16i				12 hr 10 hr 4 hr 40 hr 28 hr
31-5-35.0 Brush Chip	pper(to 16i	n log)			
2200 Surface Treatment	Totals:	ns L. No Quanti			
2300 Engineering	Totals:	stations 0.00			
2400 Minor Concrete	Totals:	No Quanti	ties		
2500 Gabions	Totals:	No Quanti	ties		

Totals: No Quantities

Tract No : TS10-06

Sale Name: McGindy Thin

Prep. By: Brown
Sale Date: 01/2010

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1. Road Use - Amortization: (1) \$0.00/443 MBF = \$0.00/MBF 1/ (RC-3 & RC-3a) (Tot Sale Vol)

2. Road Maintenance Obligation:

$$\frac{\$0.00}{(2.1)} + \frac{\$0.00}{(3.1)} + \frac{\$0.00}{(4.1)} + \frac{\$0.00}{(5.1)} = \frac{\$0.00}{(RC-2c)}$$

3. Rockwear Obligation:

$$\frac{\$0.00}{(4.2)}$$
 + $\frac{\$0.00}{(5.2)}$ + $\frac{\$401.09}{(7.1)}$ + $\frac{\$0.00}{(7.2)}$ = $\frac{\$401.09}{(RC-2g)}$

4. Other Maintenance Payments:

Total (6) =
$$\frac{\$0.00}{(RC-3a)}$$

5. Purchaser Maintenance Allowances:

(7.3A)	Move In	\$796.00
(7.3B)	Culverts, Catch Basins, Downspouts	\$915.47
(7.3C)	Grading, Ditching	\$1125.50
(7.3D)	Slide Removal and Slump Repair	\$0.00
(7.3E)	Dust Palliative (Water)	\$979.29
(7.3F)	Surface Repair (Aggregate)	\$0.00
(7.3G)	Dust Palliative (Bituminous, Lignin, MgCl)	\$0.00
(7.3H)	Other	\$0.00

Total (7.3) =
$$\frac{$3816.26}{(RC-2a \& Ex D)}$$

$$(2+3+4+5)$$
 Total = \$4,217.35/443 MBF = $\frac{$9.52/\text{MBF}}{(\text{Total Sale Vol})}$ 1/

Costs are estimates only and do not include Profit and Risk. 1/ Enter on Timber Sale Summary Form OSO 5420-1.

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

(2.1) 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).
- 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) 2/3/1 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/

(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/	Α	RkWear	Vol	Total		Rkwea	r Vol	Total
and Segment	N	Mi x Fee x	MBF	= RkWear	Mi	x Fee	x C.Y.=	Rkwear
31-4-23.2	Α	0.51 0.46	62	\$14.55				
31-4-23.3	Α	0.39 0.46	94	\$16.86				
31-4-27.0 B1	Α	1.49 0.46	443	\$303.63				
31-4-27.0 B2	Α	0.87 0.46	94	\$37.62				
31-5-35.0 N	N	0.55 0.55	94	\$28.44				

^{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.

(7.2) Subtotal \$0.00

7. Purchaser Operational Maintenance

(7.1) Subtotal \$401.09

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

	No	Move		Cost/		Dist			Sub-
Equipment 1/	Units	x in	Х	50	Μi	х	Factor	=	total
Motor Grader:	1	1	\$	304	.00		1.00	\$	304.00
Back Hoe:	1	1	\$	304	.00		1.00	\$	304.00
Loader:			\$	304	.00		0.59		\$0.00
Water Truck:	1	1	\$	188	.00		1.00	\$	188.00
Dump Truck 2/:			\$	195	.00		0.59		\$0.00

(7.3A) Total \$796.00

7.3B Culvert Maintenance - Including Catchbasins and Downpipes 1/

Miles	x	Cost/Mi	=	Subtotal			
3.42		267.68		\$915.47			

(7.3B) Total \$915.47

7.3C Grading (Includes Ditches and Shoulders) 1/

	Miles	X	Cost/Mi	X	Freq	=	Subtotal
Blade Road:	2.00		422.06		1		\$844.12
Blade Ditch:	2.00		140.69		1		\$281.38

(7.3C) Total \$1125.50

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

Type	No Slides		Hours		Equip		
Equipment	/Slumps	х	Each	x	Cost	=	Subtotal
Grader:	0		0		108.91		\$0.00
Loader:	0		0		80.32		\$0.00
Backhoe:	0		0		57.98		\$0.00

^{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).

^{1/} Equipment limited to that allowed in Exhibit D. Refer to Sch. 20 Table 2.

^{2/} Dump truck is allowable for surface repair only.

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

 $[\]ensuremath{\mathsf{I}}/\ensuremath{\mathsf{Watch}}$ for double allowance on roadway preparation for dust palliative application.

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(7.3D) Total $0.00
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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

					No		Freq		Truck	
Miles	/ MPH	=	Hours	Х	Days	Х	/Day	=	Hours	
3.80	3		1.3		10		1		13.0	
Load & Haul- Fixed Hours	-				0		0		0.0	
								_		

Total Hours = 13.0

Truck Cost: \$75.33/Hr. x 13.0 Hours = \$979.29

(7.3E) Total \$979.29

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 \$1.98/C.Y. x 0.00 Mi	=	\$0.00
Stockpile:	0 C.Y. x \$1.15/C.Y.	=	\$0.00
Load from Stockpile:	0 C.Y. x \$1.23/C.Y.	=	\$0.00
Haul from Stockpile:	0 C.Y. x \$1.98/C.Y. x 0.00 Mi	=	\$0.00
Process with Grader:	0 C.Y. x \$0.89/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

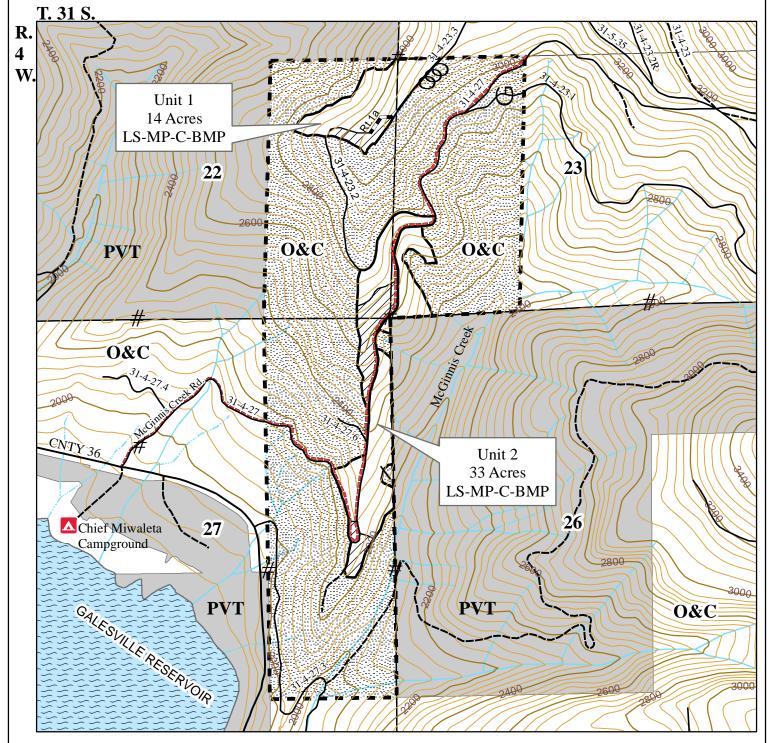
7.3H Other

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.

U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 110-TS10-06 T.31 S., R4 W., SEC. 22, 23, 27 WILL. MER. MCGINDY THIN TIMBER SALE DOUGLAS COUNTY TIMBER SALE CONTRACT MAP CONTRACT NO. OR 110-TS10-06 EXHIBIT S PAGE 1 OF 3



1 inch = 1,000 feet 40' CONTOUR INTERVAL

0 500 1,000 2,000 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. 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 U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 110-TS10-06 T.31 S., R4 W., SEC. 22, 23 & 27 WILL. MER. MCGINDY THIN TIMBER SALE DOUGLAS COUNTY

TIMBER SALE CONTRACT MAP CONTRACT NO. OR 110-TS10-06 EXHIBIT S PAGE 2 OF 3

Legend

;	McGindy Contract Area Boundary	Exist	ing Road
	McGindy Thin T.S. Unit	Surfa	сеТуре
	Tractor		Paved
	Reserve Area		Rocked
	Section		Natural Surface
	Intermediate 40' Contour		Route 1a (decommission)
	Index 200' Contour	Ŋ	Gate
Own	ership	Strea	ım
	BLM		Intermittent
	Non-Federal		Perennial
O&C	BLM O&C	\	Seep
PVT	Private Ownership	A	Campground
		#	Existing Corner
0	Roadside Blue Mark Trees		
	Fiber Optic Cable		

MCGINDY THIN SITE PREPARATION SUMMARY

LS	LOP AND SCATTER (UNITS: ALL CONTRACT UNITS)	37 ACRES
MP-C-BMP	MECHANICAL PILE, COVER, BURN MECHANICAL PILES (UNITS: ALL LANDING PILES, APPROXIMATELY 10 ACRES)	10 ACRES
	TOTAL TREATMENT AREA	47 ACRES
	TOTAL TIMBER SALE UNIT AREA	47 ACRES
	RESERVE AREA	233 ACRES
1	TOTAL CONTRACT AREA	280 ACRES

U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 110-TS10-06 T.31 S., R.4 W., SEC. 22, 23 & 27 WILL. MER. MCGINDY THIN TIMBER SALE DOUGLAS COUNTY TIMBER SALE CONTRACT MAP CONTRACT NO. OR 110-TS10-06 EXHIBIT S PAGE 3 OF 3

LEGEND

UNIT	GPS Acres	HARVEST TYPE	LOGGING SYSTEM	SITE PREP.	LEVEL
1	14	CDM	C/T	LS-M-C-BMP	L1
2	33	CDM	C/T	LS-M-C-BMP	L1
RS		CC	T	M-C-BMP	L1
TOTAL	47				

^{*} ALL ACRES COMPUTED BY GPS TRAVERSE

SITE PREPERATION COSTS/ACRE

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

RS = ROADSIDE

CDM = COMMERCIAL DENSITY MANAGEMENT

CC = CLEARCUT

C= CABLE

T = TRACTOR

LS= LOP AND SCATTER

L1= LEVEL 1

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

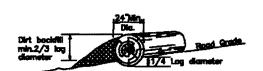
TOTAL TIMBER SALE UNIT AREA: 47 ACRES

RESERVE AREA: 233 ACRES

TOTAL CONTRACT AREA: 280 ACRES

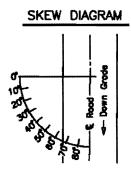
^{*} BOUNDARIES OF HARVEST UNITS ARE POSTED AND PAINTED IN ORANGE





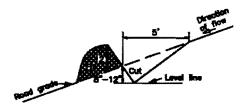
LOG BARRICADE

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





WATER BAR



- 1. WATER BARS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
- 2. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED
- OFFICER PRIOR TO CONSTRUCTION.

 3. ALL WATER BARS SHALL BE SKEWED 30 DEGREES

 4. UPON COMPLETION OF SKIDDING LOGS, FOR THE LOGGING SEASON, EACH SKID ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.
- 5. PRIOR TO BLOCKING, EACH ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.

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 BURGAU OF LAND MANAGEMENT MEDIFORD DISTRICT — MEDIFORD, OREIZON

DRAINAGE & EROSION CONTROL INSTALLATION

DESIGN		ш				
REVIEW			17		4	
APPRO		we	Kay	\sim	Δ	
DRAWN	DCM		SCALE		NON	E
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 Nonsegregated 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 provides that he will not maintain such certification also 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.

Form 5440-9 (December 2004)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

DEPOSIT	AND	BID	FOR

TIMBER*
VEGETATIVE RESOURCE
(Other Than Timber)

Name of Bid	der
Tract Number	er
OR110-TS1	10-06
Sale Name	
McGindy T	hin
Sale Notice (dated)
2/24/10	
BLM Distric	t
Medford	

LUMP SUM SALE

		Sealed Bid for S	Sealed Bid Sale		x	Written Bid for Oral Auction Sale
In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.						
Required bid deposited is \$2,100.00 and is enclosed in the form of □ cash □ money order □ bank d				the form of \Box cash \Box money order \Box bank draft		
	cas	hier's check	☐ certified check	□ bid bond of c	orpo	rate 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	ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	
Douglas-Fir	MBF	433	х	=	Х	=	
Ponderosa Pine	MBF	10	х	=	х	=	
			х	=	Х	=	
Total		443	х	=	х	=	
			х	=	Х	=	
			х	=	х	=	
			х	=	Х	=	
			х	=	Х	=	
			х	=	Х	=	
			Х	=	Х	=	
			х	=	х	=	
			Х	=	X	=	
			Х	=	Х	=	
			х	=	Х	=	
			х	=	Х	=	
			Х	=	х	=	
		TOTAL PUR	RCHASE PRICE				

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

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

NOTICE

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

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

INSTRUCTIONS TO BIDDERS

- 1. AUTHORITY Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.
- 2. QUALIFICATIONS OF BIDDERS A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.
- 3. INSPECTION OF TIMBER/VEGETATIVE RESOURCES Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.
- 4. DISCLAIMER OF WARRANTY Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.
- 5. *BIDS* Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.
- (a) Sealed Bid Sales Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside Bid for Timber/Vegetative Resource, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.
- (b) Auction Sales Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.
- (c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.
- (d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.
- 6. *BID FORMS* All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.
- (a) Lump Sum Sales Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.
- (b) *Timber Scale Sales* Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut

- and removed prior to expiration of time for cutting and removal as specified in contract.*
- 7. BID DEPOSIT All bidders must make a deposit of not less than the amount specified in the Timber/Vegetative Resource Notice. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.
- 8. AWARD OF CONTRACT Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.
- 9. TIMBER/VEGETATIVE RESOURCE SALE CONTRACT To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND -

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